

<i>SERFF Tracking Number:</i>	<i>AMFA-127739692</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ameritas Life Insurance Corp.</i>	<i>State Tracking Number:</i>	<i>50103</i>
<i>Company Tracking Number:</i>	<i>AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA</i>		
<i>TOI:</i>	<i>H10G Group Health - Dental</i>	<i>Sub-TOI:</i>	<i>H10G.000 Health - Dental</i>
<i>Product Name:</i>	<i>American Seniors Association Holding Group Inc. dba ASA</i>		
<i>Project Name/Number:</i>	<i>American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA</i>		

Filing at a Glance

Company: Ameritas Life Insurance Corp.

Product Name: American Seniors Association Holding Group Inc. dba ASA SERFF Tr Num: AMFA-127739692 State: Arkansas

TOI: H10G Group Health - Dental

SERFF Status: Closed-Approved- Closed State Tr Num: 50103

Sub-TOI: H10G.000 Health - Dental

Co Tr Num: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA State Status: Approved-Closed

Filing Type: Form

Author: Janis Landon

Reviewer(s): Rosalind Minor

Date Submitted: 10/25/2011

Disposition Date: 10/28/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: American Seniors Association Holding Group Inc. dba ASA Status of Filing in Domicile: Not Filed

Project Number: American Seniors Association Holding Group Inc. dba ASA Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Group Market Type: Association

Overall Rate Impact:

Filing Status Changed: 10/28/2011

State Status Changed: 10/28/2011

Deemer Date:

Created By: Janis Landon

Submitted By: Janis Landon

Corresponding Filing Tracking Number:

Filing Description:

RE: American Seniors Association Group Holding Inc. (ASAHG) dba American Seniors Association (ASA)

Dear Sir/Madam:

SERFF Tracking Number: AMFA-127739692 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: American Seniors Association Holding Group Inc. dba ASA
Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

Ameritas Life Insurance Corp. ("Ameritas Life") has recently issued a group policy providing dental and eye care benefits to the members of the American Seniors Association Holding Group Inc (ASAHG) dba American Seniors Association (ASA) or "ASA.", situated in Georgia. The association will potentially have members in your state.

Therefore, we are requesting the Department's approval of this association group as a state group. Enclosed are the required certification forms and the association documents.

You may locate additional information on the following website <http://www.americanseniors.org>.

This original name for this association was NASCON. In May 2007 the name changed to American Seniors Association (ASA). In March 2010 the name changed again to American Seniors Association Holding Group Inc. Even though there was a name change due to a merger this association does business under ASA and this is how it will be referenced in paragraphs below.

ASA concentrates on the following key issues are:

- Medicare Reform
- Social Security Reform
- Illegal Aliens
- Tax Reform

Known nationally as "the conservative alternative to the AARP," ASA works hard to fulfill its mission to provide seniors with the choices, information, and services members need to live healthier, wealthier lives.

Benefits offered to members:

- Medicare
- Insurance
- Prescription Discounts
- Travel Services
- Auto Club
- Information on Where to Find the Facts

ASA's philosophy that starts with the understanding that government doesn't tax and regulate "things." It taxes and regulates "people." Individuals like its members.

ASA doesn't just take the government's side like some other associations. They are not some big liberal bureaucracy here to try to scare a member into going along with Big Government all the time or telling him or her to think. Instead they...

- offer you real, useful information so you can make up your own mind.

SERFF Tracking Number: AMFA-127739692 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: American Seniors Association Holding Group Inc. dba ASA
Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

- ask: What do you think?
- and, they'll take a member's side.

And instead of pretending to speak for a member on every issue, they'll help provide a member with the information and the tools he or she needs to speak for him or herself.

If you're tired of having some association you've never met claiming to speak for you in Washington DC, then the American Seniors Association is a perfect new home for you.

A one-year membership with the ASA is only \$15. They will add spouse to a member's membership absolutely free. If you are an American Senior who believes in individual liberty, and is looking for a different sort of association, we hope you'll choose the ASA. They want to work for its member.

The current address for this out-of-state group is:
American Seniors Association Group Holding, Inc.
dba American Seniors Association (ASA)
3700 Mansell Rd, Ste 220
Alpharetta GA 30022

Ameritas has already issued the group policy and a copy is attached for your reference. Following approval by your Department, Ameritas will issue a certificate form to any Florida members of this group under certificate form 9021 FL Rev. 03-08. The content of this certificate form was previously approved by the Department for true employer groups. There will be two different plan options.

Thank you for your consideration of our request. If you have any questions, please feel free to contact me at 402-309-2444 or email jlandon@ameritas.com.

Sincerely,

Janis Landon
Senior Contract Analyst

Company and Contact

Filing Contact Information

Janis Landon, Senior Contract Analyst
475 Fallbrook Blvd.

jlandon@ameritas.com
800-745-1112 [Phone] 82444 [Ext]

SERFF Tracking Number: AMFA-127739692 State: Arkansas
 Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
 Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
 Product Name: American Seniors Association Holding Group Inc. dba ASA
 Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA
 Lincoln, NE 68521 402-309-2573 [FAX]

Filing Company Information

Ameritas Life Insurance Corp.	CoCode: 61301	State of Domicile: Nebraska
5900 O Street	Group Code: 943	Company Type:
P O Box 81889	Group Name:	State ID Number:
Lincoln, NE 68501-1889	FEIN Number: 47-0098400	
(800) 756-1112 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ameritas Life Insurance Corp.	\$50.00	10/25/2011	53156816

SERFF Tracking Number: AMFA-127739692 State: Arkansas

Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103

Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: American Seniors Association Holding Group Inc. dba ASA

Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/28/2011	10/28/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	10/27/2011	10/27/2011	Janis Landon	10/27/2011	10/27/2011

SERFF Tracking Number: *AMFA-127739692* *State:* *Arkansas*
Filing Company: *Ameritas Life Insurance Corp.* *State Tracking Number:* *50103*
Company Tracking Number: *AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA*
TOI: *H10G Group Health - Dental* *Sub-TOI:* *H10G.000 Health - Dental*
Product Name: *American Seniors Association Holding Group Inc. dba ASA*
Project Name/Number: *American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA*

Disposition

Disposition Date: 10/28/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMFA-127739692 State: Arkansas

Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103

Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: American Seniors Association Holding Group Inc. dba ASA

Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	No
Supporting Document	Application	Approved-Closed	No
Supporting Document (revised)	Bylaws and Articles of Incorporation	Approved-Closed	No
Supporting Document	Bylaws	Replaced	No
Supporting Document	Group Policies situated in GA	Approved-Closed	No
Supporting Document	Association Information	Approved-Closed	No
Supporting Document	Benefit Information	Approved-Closed	No
Supporting Document	Group Dental and Eye Care Certificates	Approved-Closed	No
Supporting Document	Financials	Approved-Closed	No

SERFF Tracking Number: AMFA-127739692 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: American Seniors Association Holding Group Inc. dba ASA
Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/27/2011

Submitted Date 10/27/2011

Respond By Date

Dear Janis Landon,

This will acknowledge receipt of the captioned filing.

Objection 1

- Bylaws (Supporting Document)

Comment:

In addition to submitting the Bylaws, it is also requested that you submit the Articles of incorporation. Refer to ACA 23-86-106(2)(A)(i).

It is also requested that you certify that there are at least one hundred members and that the association has been organized and maintained in good faith in active existence for at least 2 years for purposes other than that of obtaining insurance or insuring members. Refer to ACA 23-86-106 (2)(A)(II)(III).

Thank you for your cooperation in this matter.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: AMFA-127739692 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: American Seniors Association Holding Group Inc. dba ASA
Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/27/2011
Submitted Date 10/27/2011

Dear Rosalind Minor,

Comments:

Thank you for allowing us to respond to you on these issues.

Response 1

Comments: We have provided the Articles of Incorporation in the Supporting Documents tab under the Bylaws and Articles of Incorporation subfolder.

We certify ASA has 10,822 members in the state of Arkansas.

ASA was founded as NASCON in September of 2004.

It was formed to fight for seniors and all Americans. ASA assists its members with Medicare reform; social security reform, address the issue of illegal aliens.

Its mission to provide seniors with the choices, information, and services they need to live healthier, wealthier lives.

They offer members better choices to help with:

- Medicare
- Insurance
- Prescription Discounts
- Travel Services
- Auto Club
- Information on Where to Find the Facts

ASA assists its members with understanding government.

Related Objection 1

Applies To:

SERFF Tracking Number: AMFA-127739692 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: American Seniors Association Holding Group Inc. dba ASA
Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

- Bylaws (Supporting Document)

Comment:

In addition to submitting the Bylaws, it is also requested that you submit the Articles of incorporation. Refer to ACA 23-86-106(2)(A)(i).

It is also requested that you certify that there are at least one hundred members and that the association has been organized and maintained in good faith in active existence for at least 2 years for purposes other than that of obtaining insurance or insuring members. Refer to ACA 23-86-106 (2)(A)(II)(III).

Thank you for your cooperation in this matter.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Bylaws and Articles of Incorporation.

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you

Sincerely,
Janis Landon

SERFF Tracking Number: AMFA-127739692 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: American Seniors Association Holding Group Inc. dba ASA
Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	10/28/2011
Comments:		
Attachment: AR Readability.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	10/28/2011
Comments:		
Attachments: Signed App for Dental.pdf Signed App for Eye Care.pdf		

	Item Status:	Status Date:
Satisfied - Item: Bylaws and Articles of Incorp.	Approved-Closed	10/28/2011
Comments:		
Attachments: ASAHG Bylaws 2010.pdf Bd of Dir Off Info.pdf Articles of Incorporation0001.pdf		

	Item Status:	Status Date:
Satisfied - Item: Group Policies sitused in GA	Approved-Closed	10/28/2011
Comments:		
Attachments: GA_Dental Policy.pdf GA Vision Policy.pdf		

SERFF Tracking Number: AMFA-127739692 State: Arkansas
 Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
 Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
 Product Name: American Seniors Association Holding Group Inc. dba ASA
 Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

	Item Status:	Status Date:
Satisfied - Item: Association Information	Approved-Closed	10/28/2011
Comments:		
Attachments:		
ASAHG Overview.pdf		
ASAHG FAQ.pdf		
Name Change.pdf		
ASAHG News.pdf		
Enrollment Form.pdf		

	Item Status:	Status Date:
Satisfied - Item: Benefit Information	Approved-Closed	10/28/2011
Comments:		
Attachments:		
ASAHG Benefits.pdf		
Enrollment Form.pdf		
Benefit Summary.pdf		
Dental Plan 1 Summary.pdf		
Dental Plan 2 Summary.pdf		
Vision Plan Summary.pdf		

	Item Status:	Status Date:
Satisfied - Item: Group Dental and Eye Care Certificates	Approved-Closed	10/28/2011
Comments:		
The Department approved an Arkansas specific certificate under SERT-65HRLM571. Since this approval, insert pages (various forms) were filed and approved under SERFF #'s:		
AMFA-125485830		
AMFA-126650717		
AMFA-126147025		
AMFA-126799268		
AMFA-126796845		

SERFF Tracking Number: AMFA-127739692 State: Arkansas
 Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
 Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
 Product Name: American Seniors Association Holding Group Inc. dba ASA
 Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA
 AMFA-126177337
 AMFA-126555885

		Item Status:	Status Date:
Satisfied - Item:	Financials	Approved-Closed	10/28/2011
Comments:			
Attachments:			
ASA 1st Qtr '10 Qtrly Rpt w Bylaws Articles of Incorporation.pdf			
ASA 2nd '10 Qtrly Rpt.pdf			
ASA 3rd Qtr '10 Qtrly Rpt.pdf			
ASA 4th Qtr '10 Qtrly Rpt.pdf			
ASA 1st Qtr '11 Qtr Rpt pt 1.pdf			
ASA 1st Qtr '11 Qtr Rpt pt 2.pdf			
ASA 2nd '11 Qtrly Rpt.pdf			


STATE OF ARKANSAS
CERTIFICATE OF READABILITY

INSURER: Ameritas Life Insurance Corp.

This is to certify that the attached form(s) has achieved a Flesch Reading Ease Score of:

<u>FORM NO:</u>	<u>FLESCH SCORE:</u>	<u>FORM NAME:</u>
9000 Policy Rev. 03-08	50, with policy/certificate	Policy Cover
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

complies with the requirements of Ark. Stat. Ann. Sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

SIGNATURE:	Gail M. Garcia	 <div>Digitally signed by Gail M. Garcia DN: cn=Gail M. Garcia, o=Ameritas Life Insurance Co, ou=Group Compliance, email=ggarcia@ameritas.com, c=US Date: 2011.10.24 11:53:43 -05'00'</div>
TYPED NAME:	Gail M. Garcia	
TITLE:	Vice President - Group Compliance	
DATE:	10/24/11	

APPLICATION FOR GROUP INSURANCE

(See reverse side for additional information)



1. Applicant's Legal Name NASCON

2. Doing Business As NASCON

3.
P.O. BOX / ZIP CODE
4555 Mansell Road, Suite 300
STREET ADDRESS
Alpharetta, GA 30022
CITY / STATE / ZIP
(770) 521-4203 (770) 521-4206
PHONE NO. FAX NO.
www.nascon.org
E-MAIL ADDRESS TAX I.D. NO.

4. What is the nature of your business or industry?
retiree association

5. Are any classes or locations excluded? ☐ Yes ☒ No
(If yes, please use reverse side for explanation.)

6. Are any subsidiary and/or affiliated companies to be insured? ☐ Yes ☒ No
(If yes, please use reverse side to list name and location.)

7. How many hours per week equals full time employment? 0 0

8. Employee Participation
Employer contributes 0 % of employee premium.
☐ Tied-to-Medical (All employees covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)
☐ Non-Contributory (Policyholder contributes 100% of premiums. All employees must be insured, except those listed under excluded classes or locations.)
☐ Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all employees must be insured, except those listed under excluded classes or locations and those covered elsewhere.)
☐ Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)
☒ Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

9. Dependent Participation
Employer contributes 0 % of dependent premium.
☐ Tied-to-Medical (All eligible dependents covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)
☐ Non-Contributory (Policyholder contributes 100% of premiums. All eligible dependents must be insured, except those listed under excluded classes or locations.)
☐ Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all eligible dependents must be insured, except those listed under excluded classes or locations and those covered elsewhere.)
☐ Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)
☒ Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

10. Section 125 Plan:
Election Period: N/A
Plan Year:

11. Waiting Period
0 for those employed on or before the policy effective date.
0 for those employed after the new policy effective date.
☐ month(s) ☐ calendar days ☐ working days

12. Effective Date and Termination Date
☐ Immediate
☒ First of Month Effective date/End of Month Termination date
☐ Other:

13. Premium Payment Mode (In advance):
☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual
☐ Payroll Deduction (Coverage must be 100% employee paid for employee and dependent premium to choose this option.)
If policy effective date is other than first of the month, is a first of the month premium due date desired? ☐ Yes ☐ No

Billing Options
☐ Home Office ☒ Third-Party Administration

Stuart Barton
CONTACT NAME
President
TITLE
4555 Mansell Road, Suite 300
STREET ADDRESS
Alpharetta, GA 30022
CITY / STATE / ZIP
(770) 521-4203 (770) 521-4206
PHONE NO. FAX NO.
sbarton@nascon.org
E-MAIL ADDRESS

14. The following coverages are applied for:
Employee & Dependents Benefits:
☒ Dental ☐ Orthodontia ☐ Eye Care ☐ Other _____
Employee Only Benefits:
☐ Dental ☐ Orthodontia ☐ Eye Care ☐ Other _____
This insurance shall be effective on: 03/01/2006
(Premiums due prior to the coverage period.)

15. Insurance requested on this application will replace the coverage(s) checked.
Coverages: ☐ Dental ☐ Ortho ☐ Eye Care ☐ Other _____

NAME OF CURRENT CARRIER

POLICY NO.

☐ Coverage applied for is replacing comparable coverage now or previously in force with another carrier.
☐ It is intended that the insurance coverage applied for be in addition to, supplemented by, or supplemental to any similar coverage now in force, or to be in force, with this or any other carrier.

TERMINATION DATE

ORIGINAL EFFECTIVE DATE

Item 5: Exclusions:

- a. Classes, include reason for exclusion.

- b. Locations, if location is different from applicant's, list city and state.

Item 6: Subsidiary and/or affiliated companies to be insured:

List names and locations:

Plan Design and Proposed Rates:

Additional Remarks:

Agreements

This application will be subject to review and approval by the Home Office of Ameritas Life Insurance Corp. If this application is accepted, the final rates and benefits will be based on verification of this information and final enrollment numbers. This applicant represents that he/she has read the statements and answers to the above questions and that they are complete and true to the best of his/her knowledge and belief. Any policy including riders issued as a result of this application will, with this application, be the entire insurance contract. If this application is accepted at the Home Office of Ameritas Life Insurance Corp., group insurance at the Company's rates and under the terms applied for shall take effect as of the date set forth in the policy. If this application is not accepted, any premium advanced shall be refunded.

Statements

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete, or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim. (See state-specific statements.) • **Note for California Residents:** California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage. • **Note for Colorado Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts for information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. • **Note for Florida Residents:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. • **Note for New Jersey Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. • **Note for Georgia, Kansas, Nebraska, Oregon and Virginia Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. • **Note for Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

☐ If you do not want your company name used by Ameritas Life Insurance Corp. in our effort to recruit PPO providers, check this box.

Signed at: City: Alpharetta State: Georgia Date: _____

Soliciting Agent: Printed name: Gren H. Fleming Signature: _____

For FL agents only, provide FL license #: _____

Signed by (Policyholder Representative): Printed name and title: Stuart B. Barton, President

Signature: _____

Was a binder check received? ☐ YES ☒ NO If yes, then amount \$ 0.00

Check received by: (agent) N/A Authorized by: (policyholder) _____

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO AMERITAS LIFE INSURANCE CORP.

DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.

APPLICATION FOR GROUP INSURANCE

(See reverse side for additional information)

1. Applicant's Legal Name NASCON

2. Doing Business As NASCON

3. P.O. BOX / ZIP CODE
4555 Mansell Road, Suite 300
STREET ADDRESS
Alpharetta, GA 30022
CITY / STATE / ZIP
(770) 521-4203 (770) 521-4206
PHONE NO. FAX NO.
www.nascon.org
E-MAIL ADDRESS TAX I.D. NO.

4. What is the nature of your business or industry?

retiree association

5. Are any classes or locations excluded? ☐ Yes ☒ No
(If yes, please use reverse side for explanation.)

6. Are any subsidiary and/or affiliated companies to be insured? ☐ Yes ☒ No
(If yes, please use reverse side to list name and location.)

7. How many hours per week equals full time employment? 0.0

8. Employee Participation

Employer contributes 0 % of employee premium.

- ☐ Tied-to-Medical (All employees covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory (Policyholder contributes 100% of premiums. All employees must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all employees must be insured, except those listed under excluded classes or locations and those covered elsewhere.)
- ☐ Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)
- ☒ Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

9. Dependent Participation

Employer contributes 0 % of dependent premium.

- ☐ Tied-to-Medical (All eligible dependents covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory (Policyholder contributes 100% of premiums. All eligible dependents must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all eligible dependents must be insured, except those listed under excluded classes or locations and those covered elsewhere.)
- ☐ Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)
- ☒ Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

10. Section 125 Plan:

Election Period: N/A

Plan Year:

11. Waiting Period

0 for those employed on or before the policy effective date.

0 for those employed after the new policy effective date.

☐ month(s) ☐ calendar days ☐ working days

12. Effective Date and Termination Date

☐ Immediate

☒ First of Month Effective date/End of Month Termination date

☐ Other:

13. Premium Payment Mode (In advance):

☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

☐ Payroll Deduction (Coverage must be 100% employee paid for employee and dependent premium to choose this option.)

If policy effective date is other than first of the month, is a first of the month premium due date desired? ☐ Yes ☐ No

Billing Options

☐ Home Office ☒ Third-Party Administration

Stuart Barton

CONTACT NAME

President

TITLE

4555 Mansell Road, Suite 300

STREET ADDRESS

Alpharetta, GA 30022

CITY / STATE / ZIP

(770) 521-4203

(770) 521-4206

PHONE NO.

FAX NO.

sbarton@nascon.org

E-MAIL ADDRESS

14. The following coverages are applied for:

Employee & Dependents Benefits:

☒ Dental ☐ Orthodontia ☐ Eye Care ☐ Other

Employee Only Benefits:

☐ Dental ☐ Orthodontia ☐ Eye Care ☐ Other

This insurance shall be effective on: 03/01/2006

(Premiums due prior to the coverage period.)

15. Insurance requested on this application will replace the coverage(s) checked.

Coverages: ☐ Dental ☐ Ortho ☐ Eye Care ☐ Other

NAME OF CURRENT CARRIER

POLICY NO.

☐ Coverage applied for is replacing comparable coverage now or previously in force with another carrier.

☐ It is intended that the insurance coverage applied for be in addition to, supplemented by, or supplemental to any similar coverage now in force, or to be in force, with this or any other carrier.

TERMINATION DATE

ORIGINAL EFFECTIVE DATE

Item 5: Exclusions:

- a. Classes, include reason for exclusion.

- b. Locations, if location is different from applicant's, list city and state.

Item 6: Subsidiary and/or affiliated companies to be insured:

List names and locations:

Plan Design and Proposed Rates:

Additional Remarks:

Agreements

This application will be subject to review and approval by the Home Office of Ameritas Life Insurance Corp. If this application is accepted, the final rates and benefits will be based on verification of this information and final enrollment numbers. This applicant represents that he/she has read the statements and answers to the above questions and that they are complete and true to the best of his/her knowledge and belief: Any policy including riders issued as a result of this application will, with this application, be the entire insurance contract. If this application is accepted at the Home Office of Ameritas Life Insurance Corp., group insurance at the Company's rates and under the terms applied for shall take effect as of the date set forth in the policy. If this application is not accepted, any premium advanced shall be refunded.

Statements

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete, or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim. (See state-specific statements.) • **Note for California Residents:** California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage. • **Note for Colorado Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts for information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. • **Note for Florida Residents:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. • **Note for New Jersey Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. • **Note for Georgia, Kansas, Nebraska, Oregon and Virginia Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. • **Note for Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

☐ If you do not want your company name used by Ameritas Life Insurance Corp. in our effort to recruit PPO providers, check this box.

Signed at: City: Alpharetta State: Georgia Date: _____

Soliciting Agent: Printed name: Gren H. Fleming Signature: _____

For FL agents only, provide FL license #: _____

Signed by (Policyholder Representative): Printed name and title: Stuart B. Barton, President

Signature: _____

Was a binder check received? ☐ YES ☒ NO If yes, then amount \$ 0.00

Check received by: (agent) N/A Authorized by: (policyholder) _____

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO AMERITAS LIFE INSURANCE CORP.

DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.



APPLICATION FOR GROUP INSURANCE

(See reverse side for additional information)

1. Applicant's Legal Name NASCON2. Doing Business As NASCON

3.

P.O. BOX / ZIP CODE

4555 Mansell Road, Suite 300

STREET ADDRESS

Alpharetta, GA 30022

CITY / STATE / ZIP

(770) 521-4203(770) 521-4206

PHONE NO.

FAX NO.

www.nascon.org

E-MAIL ADDRESS

TAX I.D. NO.

4. What is the nature of your business or industry?

retiree association5. Are any classes or locations excluded? ☐ Yes ☒ No
(If yes, please use reverse side for explanation.)6. Are any subsidiary and/or affiliated companies to be insured? ☐ Yes ☒ No
(If yes, please use reverse side to list name and location.)7. How many hours per week equals full time employment? 0.0

8. Employee Participation

Employer contributes 0 % of employee premium.

- ☐ Tied-to-Medical (All employees covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory (Policyholder contributes 100% of premiums. All employees must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all employees must be insured, except those listed under excluded classes or locations and those covered elsewhere.)
- ☐ Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)
- ☒ Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

9. Dependent Participation

Employer contributes 0 % of dependent premium.

- ☐ Tied-to-Medical (All eligible dependents covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory (Policyholder contributes 100% of premiums. All eligible dependents must be insured, except those listed under excluded classes or locations.)
- ☐ Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all eligible dependents must be insured, except those listed under excluded classes or locations and those covered elsewhere.)
- ☐ Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)
- ☒ Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

10. Section 125 Plan:

Election Period: N/A

Plan Year:

11. Waiting Period

☐ for those employed on or before the policy effective date.☐ for those employed after the new policy effective date.☐ month(s) ☐ calendar days ☐ working days

12. Effective Date and Termination Date

☐ Immediate☒ First of Month Effective date/End of Month Termination date☐ Other:

13. Premium Payment Mode (In advance):

☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual☐ Payroll Deduction (Coverage must be 100% employee paid for employee and dependent premium to choose this option.)If policy effective date is other than first of the month, is a first of the month premium due date desired? ☐ Yes ☒ No

Billing Options

☐ Home Office ☒ Third-Party AdministrationStuart Barton

CONTACT NAME

President

TITLE

4555 Mansell Road, Suite 300

STREET ADDRESS

Alpharetta, GA 30022

CITY / STATE / ZIP

(770) 521-4203(770) 521-4206

PHONE NO.

FAX NO.

sbarton@nascon.org

E-MAIL ADDRESS

14. The following coverages are applied for:

Employee & Dependents Benefits:

☐ Dental ☐ Orthodontia ☒ Eye Care ☐ Other

Employee Only Benefits:

☐ Dental ☐ Orthodontia ☐ Eye Care ☐ OtherThis insurance shall be effective on: X
(Premiums due prior to the coverage period.)

15. Insurance requested on this application will replace the coverage(s) checked.

Coverages: ☐ Dental ☐ Ortho ☐ Eye Care ☐ Other

NAME OF CURRENT CARRIER

POLICY NO.

☐ Coverage applied for is replacing comparable coverage now or previously in force with another carrier.☐ It is intended that the insurance coverage applied for be in addition to, supplemented by, or supplemental to any similar coverage now in force, or to be in force, with this or any other carrier.

TERMINATION DATE

ORIGINAL EFFECTIVE DATE

Item 5: Exclusions:

- a. Classes, include reason for exclusion.

- b. Locations, if location is different from applicant's, list city and state.

Item 6: Subsidiary and/or affiliated companies to be insured:

List names and locations:

Plan Design and Proposed Rates:VSP - \$25 deductible exams/\$25 deductible materials
Frequency 12/12/24**Additional Remarks:****Agreements**

This application will be subject to review and approval by the Home Office of Ameritas Life Insurance Corp. If this application is accepted, the final rates and benefits will be based on verification of this information and final enrollment numbers. This applicant represents that he/she has read the statements and answers to the above questions and that they are complete and true to the best of his/her knowledge and belief. Any policy including riders issued as a result of this application will, with this application, be the entire insurance contract. If this application is accepted at the Home Office of Ameritas Life Insurance Corp., group insurance at the Company's rates and under the terms applied for shall take effect as of the date set forth in the policy. If this application is not accepted, any premium advanced shall be refunded.

Statements

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete, or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim. (See state-specific statements.) • **Note for California Residents:** California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage. • **Note for Colorado Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts for information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. • **Note for Florida Residents:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. • **Note for New Jersey Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. • **Note for Georgia, Kansas, Nebraska, Oregon and Virginia Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. • **Note for Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

☐ If you do not want your company name used by Ameritas Life Insurance Corp. in our effort to recruit PPO providers, check this box.

Signed at: City: Alpharetta State: GA Date: X 7/26/06

Soliciting Agent: Printed name: Gren W. Fleming Signature: [Signature]

For FL agents only, provide FL license #: _____

Signed by (Policyholder Representative): Printed name and title: Stuart Barton, President

Signature: [Signature]

Was a binder check received? ☐ YES ☒ NO If yes, then amount \$ 0.00

Check received by: (agent) _____ Authorized by: (policyholder) _____

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO AMERITAS LIFE INSURANCE CORP.
DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.

BYLAWS OF
AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC

ARTICLE I. MEETING OF SHAREHOLDERS

Section 1.1. Annual Meeting. The annual meeting of the shareholders of this corporation shall be held at the time and place designated by the board of directors of the corporation. The annual meeting of the shareholders for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of shareholders.

Business transacted at the annual meeting shall include the election of directors of the corporation.

Section 1.2. Special Meetings. Special meeting of the shareholders shall be held when directed by the Board of Directors, or when requested in writing by the holders of not less than ten (10%) percent of all the shares entitled to vote at the meeting. (A meeting requested by shareholders shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made, unless the shareholders requesting the meeting designated a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or shareholders requesting the meeting shall designate another person to do so.)

Section 1.3. Place. Meetings of shareholders may be held within or without the State of Georgia and at such place as is designated by the Board of Directors.

Section 1.4. Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 1.5. Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and, at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

Section 1.6. Closing of Transfer Books and Fixing of Record Date. For the purpose of determining shareholders entitled to notice or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a

determination of shareholders for any other purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting.

Section 1.7. Shareholder Quorum and Voting. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. When a specified item of business is required to be voted on by a class or series of stock, a majority of the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series.

If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders unless otherwise provided by law.

Section 1.8. Action by Shareholders Without a Meeting. Any action required by law, these by-laws or the articles of incorporation of this corporation to be taken at any annual or special meeting of shareholders of the corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE II. DIRECTORS

Section 2.1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors, in the event the shareholders fail to act.

Section 2.1. Qualification. Directors need not be residents of this state or shareholders of this corporation.

Section 2.3. Compensation. The Board of Directors shall have authority to fix the compensation of directors.

Section 2.4. Function. A Director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the interests of the corporation, and with such care as an ordinarily prudent person under similar circumstances.

A person who performs his duties in compliance with this section shall have no liability by reason of being or having been a director of the corporation.

Section 2.5. Number. This corporation shall have at least one (1) director. The number of directors may be increased or decreased from time to time by amendment to these by-laws, but no decrease shall take effect shortening the terms of any incumbent director.

Section 2.6. Election and Term. At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected and qualified or until his earlier resignation, removal from office or death.

Section 2.7. Quorum and Voting. A majority of the number of directors fixed by these by-laws shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.8. Place of Meetings. Regular and special meetings by the Board of Directors may be held within or without the State of Georgia.

Section 2.9. Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action which be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the directors, or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or the committee. Such consent shall have the same effect as a unanimous vote.

ARTICLE III. OFFICERS

Section 3.1. Officers. The officers of this corporation shall consist of a president, a secretary and a treasurer, each of whom shall be elected by the directors at the first meeting of directors immediately following the annual meeting of shareholders of this corporation, and shall serve until their successors are chosen and qualify. The Board of Directors may from time to time appoint such other officers and assistant officers and agents at it may deem necessary. Any two or more offices may be held by the same person. The failure to elect a president, secretary or treasurer shall affect the existence of this corporation.

Section 3.2. Duties. The officers of this corporation shall perform such duties as are prescribed by the Board of Directors and, in the case of all officers other than the President, by the Board of Directors and the President.

ARTICLE IV. EXECUTION OF INSTRUMENTS

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the Board may from time to time designate.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers,

agent or agents of the corporation, and in such manner as shall be determined from time to time by resolution of the Board.

ARTICLE V. AMENDMENT

These by-laws may be repealed or amended, and new by-laws may be adopted, by either the Board of Directors or the shareholders, but the Board may not amend or repeal any by-law adopted by shareholders if the shareholders specifically provide that such by-law not be subject to amendment or repeal by directors.

CERTIFICATE OF THE SECRETARY OF AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC

The undersigned certifies:

(1) That the undersigned is the duly elected and acting Secretary of.
American Seniors Association Holding Group, Inc., a Georgia corporation (the
"Corporation"); and

(2) That the foregoing Bylaws constitute the Bylaws of the
Corporation as duly adopted by an Organizational Meeting of the Board of Directors of
American Seniors Association Holding Group, Inc., a Georgia corporation, on the 19th day
of February, 2010.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the
Corporation as of this 12th day of May, 2010.

/s/ Amy Sollenberger, Secretary and Treasurer



Board of Directors – Names, Employer, Occupation

Chris Polk, CEO Business Development for ASA
Jack McDaniel; Sales Associate Aflac Insurance
Randy Nichols, Self-Employed
Donna Rayburn, past board member and chairwoman of ASF Group, Inc.,
Aaron Young CEO of IQ Financial Services

Officers Information - Names, Number of Years Served

Phil A. Kent, CEO, 03/29/11 to Present
Jerry Barton, Business Executive – Founder to 03/04/10
Stuart Barton President/CEO, 03/04/10 to 03/29/11
Laura Hostetler, CFO and Secretary, 06/02/11 to Present
Amy Sollenberger, Secretary and Treasurer 02/19/10 to 03/29/11

STATE OF GEORGIA

COUNTY OF FULTON

**ARTICLES OF INCORPORATION
OF
AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
("Corporation")**

The undersigned natural person, acting as Incorporator for the Corporation, pursuant to the Georgia Business Corporation Code, herein adopts the following Articles of Incorporation.

ARTICLE 1.

Name of the Corporation

The name of the Corporation is **AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.**

ARTICLE 2.

Name of the Incorporator

The name and address of the Incorporator is Alan R. Turem, Esq., 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342.

ARTICLE 3.

Principal Office of the Corporation

The mailing address of the principal office of the Corporation will be 3700 Mansell Road, Suite 220, Alpharetta, Georgia 30022.

ARTICLE 4.

Registered Agent and Registered Address

The initial registered office of the Corporation is at 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342 and the initial registered agent of the Corporation at said address shall be Alan R. Turem, P.C., 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342.

ARTICLE 5.

Shares

a) The Corporation shall be authorized to issue the following shares:

<u>Class</u>	<u>Number of shares</u>	<u>Par Value</u>
Common	950,000,000	\$.001

Preferred 100,000,000 \$.001

b) The designations and the powers, preferences and rights, and the qualifications or restrictions of the Preferred Shares are as follows:


- 1) 20,000,000 Preferred Shares shall be designated as Series A Preferred Shares. The Series A Preferred Shares shall have all of the rights and attributes of common stock. On all matters for which shareholders approval is required, each Series A Preferred Share shall be equal to one hundred Common Shares.
- 2) 80,000,000 Preferred Shares shall be issued from time to time in one or more series, with such distinctive serial designations as shall be stated and expressed in the resolution or resolutions providing for the issue of such shares as adopted by the Board of Directors; the Board of Directors is expressly authorized to fix the annual rate or rates of dividends for the particular series, the dividend payment dates for the particular series, and the date from which dividends on all shares of such series issued prior to the record date for the first dividend payment date shall be cumulative, the redemption price or prices for the particular series, the voting powers for the particular series, the rights, if any, of holders of the shares of the particular series to convert the same into shares of any other series or class or other securities of the corporation, with any provisions for the subsequent adjustment of such conversion rights, the rights, of any, of the particular series to participate in distributions or payments upon liquidation, dissolution or winding up of the corporation, and to classify or reclassify any unissued preferred shares by fixing or altering from time to time any of the forgoing rights, privileges and qualifications.

ARTICLE 6.

Purpose

The Corporation shall be organized for any and all purposes authorized under the laws of the State of Georgia.

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed this 18th day of February, 2010.



Alan R. Turem, Esq., Incorporator

2010 FEB 19 AM 10:51
CORPORATIONS DIVISION



A STOCK COMPANY
LINCOLN, NEBRASKA

PREFERRED PROVIDER GROUP DENTAL INSURANCE POLICY

The Policyholder **AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC (SAHG)**
dba AMERICAN SENIORS ASSOCIATION (ASA)

Policy Number **10-16503**

State of Delivery **Georgia** **Plan Effective Date** **March 1, 2006**

Premium Due Date 1st of each month. **Renewal Date** **January 1**

Ameritas Life Insurance Corp. agrees to pay, with respect to each Insured Person, the group insurance benefits provided in this policy.

This policy is issued to the Policyholder in consideration of the Policyholder's application and the payment of premiums, as provided herein.

This policy is delivered in and governed by the laws of the state of Georgia.

IMPORTANT NOTICE

Dental benefits include a Preferred Provider Option. An Insured person has the freedom of choice to receive treatment from any Provider. Reimbursement for all services, including treatment for dental emergencies, to a Non-Preferred Provider will be equal to or greater than reimbursement to a Preferred Provider. The Insured should verify with their provider if they are a Preferred Provider. The Insured may be responsible for additional charges if services are provided by a Non-Preferred Provider.

AMERITAS LIFE INSURANCE CORP.

Corporate Secretary

President

Specimen

GEORGIA
IMPORTANT INFORMATION TO INSURED

We are here to serve you . . .

You have the right to receive appropriate care in a timely and convenient manner and to be an active participant in any decision making regarding treatment, care and services provided to you or one of your family members who are covered under this plan.

In order to provide you the best possible service, it is important that you provide any necessary information to your provider that will facilitate effective care and that you cooperate with your provider(s) by keeping appointments and following recommended treatment.

Please review your certificate of coverage carefully so that you fully understand the benefits provided. If you have a question about your policy or if you need assistance with a problem, you should first contact us at the address shown below.

If you have a grievance or complaint regarding:

- (a) the availability, delivery, or quality of dental plan services;
- (b) benefits or claims payment, handling, or reimbursement for dental services

You may document your concerns in writing and forward your written documentation to the following:

Name:	Quality Control
Address:	P.O. Box 82657
	Lincoln, NE 68501-2657
Phone:	877-897-4328
Fax:	402-309-2579

Please also refer to your Explanation of Benefits and your Certificate Booklet for appeals rights related to claims.

If after a careful review of your appeal, we determine that the benefit should have been denied, we will send you a written notice of that decision. You will also receive a notice of your right to appeal the decision to the Georgia Insurance Department.

If we agree that a benefit is available, we will issue a new predetermination of benefits or pay the claim in question.

Non-Insurance Products/Services

From time to time we may arrange, at no additional cost to you or your group, for third-party service providers to provide you access to discounted goods and/or services, such as purchase of prescription drugs. These discounted goods or services are not insurance. While we have arranged these discounts, we are not responsible for delivery, failure or negligence issues associated with these goods and services. The third-party service providers would be liable.

To access details about non-insurance discounts and third-party service providers, you may contact our customer connections team or your plan administrator.

These non-insurance goods and services will discontinue upon termination of your insurance or the termination of our arrangements with the providers, whichever comes first.

Dental procedures not covered under your plan may also be subject to a discounted fee in accordance with a participating provider's contract and subject to state law.

TABLE OF CONTENTS

Name of Provision	Page Number
Schedule of Benefits	Begins on 9040
Benefit Information, including Deductibles, Coinsurance, & Maximums	
Increased Maximum Benefit	9042
Premiums	9050
Definitions	
Late Entrant, Dependent	9060
Conditions for Insurance	9070
Eligibility	
Eligibility Period	
Elimination Period	
Contribution Requirement	
Effective Date	
Termination Date	
Dental Expense Benefits	9219
Alternate Benefit provision	
Limitations, including Elimination Periods,	
Missing Tooth Clause, Cosmetic Clause, Late Entrant	
Table of Dental Procedures	9232
Covered Procedures, Frequencies, Criteria	
Coordination of Benefits	9300
General Provisions	9310
Claim Forms	
Proof of Loss	
Payment of Benefits	
General Provisions Continued	9323
Participation Requirements	
Termination of Policy	
Grace Period	

SCHEDULE OF BENEFITS OUTLINE OF COVERAGE

The Insurance for each Insured and each Insured Dependent will be based on the Insured's class shown in this Schedule of Benefits.

Benefit Class

Class Description

Class 1

All Eligible Members

DENTAL EXPENSE BENEFITS

When an Insured visits a Preferred Provider, a negotiated fee schedule (MAC) is used which may provide for lower out-of-pocket costs. The reimbursement to a Non-Preferred Provider will be at least equal to or greater than the reimbursement to a Preferred Provider.

Deductible Amount:

Type 1 Procedures	\$0
Combined Type 2 and Type 3 Procedures - Each Benefit Period	\$50

If an Insured incurs Covered Expenses:

- i. during the last three months of any Benefit Period; and
 - ii. these expenses are applied towards the Deductible Amount for that Benefit Period,
- such Covered Expenses will also apply to the Deductible Amount for the following Benefit Period.

Coinurance Percentage:

Type 1 Procedures	100%
Type 2 Procedures	80%
Type 3 Procedures	50%

Maximum Amount - Each Benefit Period	\$1,000
--------------------------------------	---------

INCREASED DENTAL MAXIMUM BENEFIT

Carry Over Amount Per Insured Person – Each Benefit Period	\$250
PPO Bonus – Each Benefit Period	\$100
Benefit Threshold Per Insured Person – Each Benefit Period	\$500
Maximum Carry Over Amount	\$1,000

After the first Benefit Period following the coverage effective date, the Maximum Amount for Dental Expenses Per Insured Person as shown in the Schedule of Benefits may be increased by the Carry Over Amount if:

- a) The Insured Person has submitted a claim for dental expenses incurred during the preceding Benefit Period; and
- b) The benefits paid for dental expenses incurred in the preceding Benefit Period did not exceed the Benefit Threshold.

After the first Benefit Period following the coverage effective date, the Carry Over Amount will be increased by the PPO Bonus if:

- a) The insured person has submitted a claim for dental expenses incurred during the preceding benefit period, and
- b) At least one of the claims submitted by the insured person for dental expenses incurred during the preceding benefit period were expenses resulting from services rendered by a Participating Provider, and
- c) The benefits paid for dental expenses incurred in the preceding Benefit Period did not exceed the Benefit Threshold.

In each succeeding Benefit Period in which the total dental expense benefits paid do not exceed the Benefit Threshold, the Insured Person will be eligible for the Carry Over Amount and the PPO Bonus.

The Carry Over Amount and the PPO Bonus can be accumulated from one Benefit Period to the next up to the Maximum Carry Over amount unless:

- a) During any Benefit Period, dental expense benefits are paid in excess of the Threshold. In this instance, there will be no additional Carry Over Amount or PPO Bonus for that Benefit Period; or
- b) During any Benefit Period, no claims for dental expenses incurred during the preceding Benefit Period are submitted. In this instance, there will be no Carry Over Amount or PPO Bonus for that Benefit Period, and any accumulated Carry Over Amounts, including any PPO Bonuses from previous Benefit Periods will be forfeited.

Eligibility for the Carry Over Amount and the PPO Bonus will be established or reestablished at the time the first claim in a Benefit Period is received for dental expenses incurred during that Benefit Period.

In order to properly calculate the Carry Over Amount and/or the PPO Bonus, claims should be submitted timely in accordance with the Proof of Loss provision found within the General Provisions. You have the right to request review of prior Carry Over Amount or PPO Bonus calculations. The request for review must be within 24 months from the date the Carry Over Amount or the PPO Bonus was established.

PREMIUMS

TABLE OF MONTHLY PREMIUM RATES

Dental Care Insurance	\$ per Insured Person
	\$ One Dependent Only
	\$ Two or More Dependents

PAYMENT OF PREMIUMS. The first premium will be due on the Policy Effective Date to cover the period from that date to the first Premium Due Date. Other premiums will be due on or before each Premium Due Date. Premiums are payable at our Home Office or at some other location to which we and the Policyholder agree.

PREMIUM DUE DATE. The Premium Due Date will be the first day of the month that falls on or after the Policy Effective Date. If we agree with the Policyholder to the payment of premiums on a basis other than monthly, the Premium Due Date will be fixed to match the correct basis. If there is a change in the method of payment or Premium Due Date, a pro-rata charge in the premium due will be made.

PREMIUM STATEMENTS. The premium due as of any Premium Due Date is the number of units in force on such date for each type of insurance multiplied by the rate shown in the Table of Premium Rates. A premium statement will be made as of the Premium Due Date showing the premium payable. If premiums are payable on other than a monthly basis, each statement will show any pro-rata premium charges and credits in the last premium period due to changes in the number of Insureds and in the amount of insurance for which people are insured. This is subject to the rules below.

SIMPLIFIED ACCOUNTING. The premium will start on the Premium Due Date falling on or after the date the insurance or the increase in the insurance is effective for: a) a person becoming insured; or b) an increase in the amount of insurance on any person. The premium will stop on the Premium Due Date falling on or after the date of termination of insurance or through the date of service of the last paid claim. There will be no pro-rata charges or credits for a partial month. If premiums are payable other than monthly, charges and credits will be figured as though the Premium Due Date is monthly.

We will be liable for the return of unearned premiums to the Policyholder only for the 12 months before the date we receive evidence that a return is due.

ADJUSTMENTS IN PREMIUM RATES. We may change the rates shown in the Table of Premium Rates by giving the Policyholder at least 60 days advance written notice. We may change the rates at any time the Schedule of Benefits, or any other terms and conditions of the policy, are changed. We will not change the rates until the Renewal Date shown on the policy cover or more than once in any 12 month period thereafter, unless there is a change in the Schedule of Benefits or a change in any other terms and conditions in the policy.

Notwithstanding the above, the Company reserves the right to change any one or more of the rates prior to the Renewal Date or more than once in any 12 month period thereafter upon the occurrence of one or both of the following:

1. We determine that the average number of dependent children for each Insured with Dependent coverage exceeds 4.0; and/or
2. We determine that the number of Insureds is less than 80% of the number of Insureds covered under the Policy as of either (i) the Plan Effective Date, if during the period of time between the Plan Effective Date and the Renewal Date, or (ii) the most recent 12 month anniversary of the Renewal Date.

Should either or both of the above occur and should we elect to change rates as a result, we agree to notify the Policyholder of the corresponding rate changes at least 60 days in advance of the Premium Due Date for which the rate change shall be effective. The right to change rates as well as the timing of such changes in the above two limited situations shall at all times be subject to applicable state laws and regulations.

RENEWAL DATE refers to the date each calendar year that the coverage issued under the group policy is considered for renewal. The Renewal Date(s) are shown on the policy cover.

DEFINITIONS

COMPANY refers to Ameritas Life Insurance Corp. The words "we", "us" and "our" refer to Company. Our Home Office address is 5900 "O" Street, Lincoln, Nebraska 68510.

POLICYHOLDER refers to the Policyholder stated on the face page of the policy.

INSURED refers to a person:

- a. who is a Member of the eligible class; and
- b. who has qualified for insurance by completing the eligibility period, if any; and
- c. for whom the insurance has become effective.

CHILD. Child refers to the child of the Insured or a child of the Insured's spouse, if they otherwise meet the definition of Dependent.

FULL-TIME STUDENT. A full-time student means that the child remains a dependent of the Insured or the Insured's spouse, has been enrolled for five calendar months or more as a full-time student at a post secondary institution of higher learning or, if not so enrolled, would have been eligible to be so enrolled and was prevented from being so enrolled due to illness or injury.

DEPENDENT refers to:

- a. an Insured's spouse.
- b. each unmarried child less than 19 years of age which is considered the "limiting age", for whom the Insured or the Insured's spouse, is legally responsible, to include:
 - i. natural born children;
 - ii. adopted children, eligible from the date of placement for adoption;
 - iii. children covered under a Qualified Medical Child Support Order as defined by applicable Federal and State laws.
- c. each unmarried child age 19 up to and including age 25 who is a full-time student.
- d. each unmarried child age 19 or older who:
 - i. is Totally Disabled as defined below; and
 - ii. becomes Totally Disabled while insured as a dependent under b. or c. above.

Coverage of such child will not cease if proof of dependency and disability is given within 31 days of attaining the limiting age and subsequently as may be required by us but not more frequently than annually after the initial two-year period following the child's attaining the limiting age. Any costs for providing continuing proof will be at our expense.

TOTAL DISABILITY describes the Insured's Dependent as:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon the Insured for support and maintenance.

DEPENDENT UNIT refers to all of the people who are insured as the dependents of any one Insured.

PROVIDER refers to any person who is licensed by the law of the state in which treatment is provided within the scope of the license.

LATE ENTRANT refers to any person:

- a. whose Effective Date of insurance is more than 31 days from the date the person becomes eligible for insurance; or
- b. who has elected to become insured again after canceling a premium contribution agreement.

PLAN EFFECTIVE DATE refers to the date coverage under the policy becomes effective. The Plan Effective Date for the Policyholder is shown on the policy cover. The effective date of coverage for an Insured is shown in the Policyholder's records.

All insurance will begin at 12:01 A.M. on the Effective Date. It will end after 11:59 P.M. on the Termination Date. All times are stated as Standard Time of the residence of the Insured.

PLAN CHANGE EFFECTIVE DATE refers to the date that the policy provisions originally issued to the Policyholder change as requested by the Policyholder. The Plan Change Effective date for the Policyholder will be shown on the policy cover, if the Policyholder has requested a change. The plan change effective date for an Insured is shown in the Policyholder's records or on the cover of the certificate.

CONDITIONS FOR INSURANCE COVERAGE

ELIGIBILITY

ELIGIBLE CLASS FOR MEMBERS. The members of the eligible class(es) are shown on the Schedule of Benefits. Each member of the eligible class (referred to as "Member") will qualify for such insurance on the day he or she completes the required eligibility period, if any. Members choosing to elect coverage will hereinafter be referred to as "Insured."

If employment is the basis for membership, a member of the Eligible Class for Insurance is any all eligible members working at least 20 hours per week. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

If a husband and wife are both Members and if either of them insures their dependent children, then the husband or wife, whoever elects, will be considered the dependent of the other. As a dependent, the person will not be considered a Member of the Eligible Class, but will be eligible for insurance as a dependent.

ELIGIBLE CLASS FOR DEPENDENT INSURANCE. Each Member of the eligible class(es) for dependent coverage is eligible for the Dependent Insurance under the policy and will qualify for this Dependent Insurance on the first of the month falling on or first following the latest of:

1. the day he or she qualifies for coverage as a Member;
2. the day he or she first becomes a Member; or
3. the day he or she first has a dependent.

COVERAGE FOR NEWBORN AND ADOPTED CHILDREN. A newborn child will be covered from the date of birth. An adopted child, foster child and other child in court-ordered custody will be covered from the date of placement in the Insured's residence. A newborn adopted child will be covered from the date of birth.

Coverage for a newborn child or a child placed for adoption shall consist of coverage for covered expenses, subject to applicable deductibles, coinsurance percentages, maximums and limitations, resulting from care or treatment of congenital defects, birth abnormalities, including cleft lip and cleft palate and premature birth.

The Insured must give us written notice within 31 days of the date of birth or placement of a dependent child to start coverage. We will charge the applicable additional premium from the date of birth or placement for an adopted child.

A Member must be an Insured to also insure his or her dependents.

If employment is the basis for membership, a member of the Eligible Class for Dependent Insurance is any all eligible members working at least 20 hours per week and has eligible dependents. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

Any husband or wife who elects to be a dependent rather than a member of the Eligible Class for Personal Insurance, as explained above, is not a member of the Eligible Class for Dependent Insurance.

When a member of the Eligible Class for Dependent Insurance dies and, if at the date of death, has dependents insured, the Policyholder has the option of offering the dependents of the deceased member continued coverage. If elected by the Policyholder and the affected dependents, the name of such deceased member will continue to be listed as a member of the Eligible Class for Dependent Insurance.

CONTRIBUTION REQUIREMENTS. Member Insurance: An Insured is required to contribute to the payment of his or her insurance premiums.

Dependent Insurance: An Insured is required to contribute to the payment of insurance premiums for his or her dependents.

ELIGIBILITY PERIOD. For Members on the Plan Effective Date of the policy, qualification will occur on the first of the month falling on or first following the date of membership.

For persons who become Members after the Plan Effective Date of the policy, qualification will occur on the first of the month falling on or first following the date of membership.

If employment is the basis for membership in the Eligible Class for Members, an Insured whose eligibility terminates and is established again, may or may not have to complete a new eligibility period before he or she can again qualify for insurance.

ELIMINATION PERIOD. Certain covered expenses may be subject to an elimination period, please refer to the TABLE OF DENTAL PROCEDURES, DENTAL EXPENSE BENEFITS, and if applicable, the ORTHODONTIC EXPENSE BENEFITS pages for details.

EFFECTIVE DATE. Each Member has the option of being insured and insuring his or her Dependents. To elect coverage, he or she must agree in writing to contribute to the payment of the insurance premiums. The Effective Date for each Member and his or her Dependents, will be the first of the month falling on or first following:

1. the date on which the Member qualifies for insurance, if we receive the signed enrollment form on or before that date.
2. the date on which the Member agrees to contribute, if that date is within 31 days after the date he or she qualifies for insurance and we received the signed enrollment form on or before that date.
3. the date we receive the signed enrollment form, if that date is after the date he or she qualifies for Insurance. If the Member's effective date is more than 31 days after the first date he or she could have been effective, the Member and/or Dependent will be subject to any limitation concerning Late Entrants.

EXCEPTIONS. If employment is the basis for membership, a Member must be in active service on the date the insurance, or any increase in insurance, is to take effect. If not, the insurance will not take effect until the day he or she returns to active service. Active service refers to the performance in the customary manner by an employee of all the regular duties of his or her employment with his or her employer on a full time basis at one of the employer's business establishments or at some location to which the employer's business requires the employee to travel.

A Member will be in active service on any regular non-working day if he or she is not totally disabled on that day and if he or she was in active service on the regular working day before that day.

If membership is by reason other than employment, a Member must not be totally disabled on the date the insurance, or any increase in insurance, is to take effect. The insurance will not take effect until the day after he or she ceases to be totally disabled.

TERMINATION DATES

INSUREDS. The Insured may terminate coverage upon written notice to the Policyholder. The insurance for any Insured, will automatically terminate on the **earliest of:**

1. the date the Insured ceases to be a Member;
2. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
3. the date the policy is terminated.

DEPENDENTS. The insurance for all of an Insured's dependents will automatically terminate on the **earliest of:**

1. the date on which the Insured's coverage terminates;
2. the date on which the Insured ceases to be a Member;
3. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
4. the date all Dependent Insurance under the policy is terminated.

The insurance for any Dependent will automatically terminate on the day before the date on which the dependent no longer meets the definition of a dependent. See "Definitions."

CONTINUATION OF COVERAGE. If coverage ceases according to TERMINATION DATE, some or all of the insurance coverages may be continued. Contact your plan administrator for details.

DENTAL EXPENSE BENEFITS

We will determine dental expense benefits according to the terms of the group policy for dental expenses incurred by an Insured. An Insured person has the freedom of choice to receive treatment from any Provider. The Insured should verify with their provider if they are a Preferred Provider. The Insured may be responsible for additional charges if services are provided by a Non-Preferred Provider.

PREFERRED AND NON-PREFERRED PROVIDERS. A Preferred Provider is a Provider who has entered into an agreement to provide at a specific fee ("MAC") services to Insureds. A Preferred Provider is also referred to as a "Preferred Provider" or a "Network Provider". The terms and conditions of the agreement with our network providers is available upon request. A Non-Preferred Provider is any other provider and may also be referred to as a "Non-Preferred Provider" or an "Out-of-Network Provider". Reimbursement to a Non-Preferred Provider will be based on the actual providers fee and will be equal to or greater than the reimbursement to the Preferred Provider and the Insured will be responsible for the difference. Therefore, the out-of-pocket expenses may be lower if services are provided by a Preferred Provider.

DETERMINING BENEFITS. The benefits payable will be determined by totaling all of the Covered Expenses submitted into each benefit type as shown in the Table of Dental Procedures. This amount is reduced by the Deductible, if any. The result is then multiplied by the Coinsurance Percentage(s) shown in the Schedule of Benefits. Benefits are subject to the Maximum Amount, if any, shown in the Schedule of Benefits.

BENEFIT PERIOD. Benefit Period refers to the period shown in the Table of Dental Procedures.

DEDUCTIBLE. The Deductible is shown on the Schedule of Benefits and is a specified amount of Covered Expenses that must be incurred and paid by each Insured person prior to any benefits being paid.

MAXIMUM AMOUNT. The Maximum Amount shown in the Schedule of Benefits is the maximum amount that may be paid for the Covered Expenses incurred by an Insured.

COVERED EXPENSES. Covered Expenses include:

1. only those expenses for dental procedures performed by a Provider; and
2. only those expenses for dental procedures listed and outlined on the Table of Dental Procedures.

Covered Expenses are subject to "Limitations." See Limitations and Table of Dental Procedures.

In no event will Covered Persons be held liable for payment denials by us for improper utilization of covered services caused by Preferred Providers.

Benefits payable for Covered Expenses also will be limited to the lesser of:

1. the actual charge of the Provider.
2. the Maximum Allowable Charge ("MAC") as determined by us, if services are provided by a Preferred Provider, who is a general dentist.

MAC - The Maximum Allowable Charge is derived from the array of provider charges within a particular ZIP code area. These allowances are the charges accepted by dentists who are Preferred Providers. The MAC is reviewed and updated periodically to reflect increasing provider fees within the ZIP code area.

ALTERNATIVE PROCEDURES. If two or more procedures are considered adequate and appropriate treatment to correct a certain condition under generally accepted standards of dental care, the amount of the Covered Expense will be equal to the charge for the least expensive procedure. This provision is NOT intended to dictate a course of treatment. Instead, this provision is designed to determine the amount of the plan allowance for a submitted treatment when an adequate and appropriate alternative procedure is available. Accordingly, you

may choose to apply the alternate benefit amount determined under this provision toward payment of the submitted treatment.

We may request pre-operative dental x-ray films, periodontal charting and/or additional diagnostic data to determine the plan allowance for the procedures submitted. We strongly encourage pre-treatment estimates so you understand your benefits before any treatment begins. Ask your provider to submit a claim form for this purpose.

EXPENSES INCURRED. An expense is incurred at the time the impression is made for an appliance or change to an appliance. An expense is incurred at the time the tooth or teeth are prepared for a prosthetic crown, appliance, or fixed partial denture. For root canal therapy, an expense is incurred at the time the pulp chamber is opened. All other expenses are incurred at the time the service is rendered or a supply furnished.

LIMITATIONS. Covered Expenses will not include and benefits will not be payable for expenses incurred:

1. in the first 24 months that a person is insured if the person is a Late Entrant; except for evaluations, prophylaxis (cleanings), and fluoride application.
2. for initial placement of any prosthetic crown, appliance, or fixed partial denture unless such placement is needed because of the extraction of one or more teeth while the insured person is covered under this contract. But the extraction of a third molar (wisdom tooth) will not qualify under the above. Any such prosthetic crown, appliance, or fixed partial denture must include the replacement of the extracted tooth or teeth.
3. for appliances, restorations, or procedures to:
 - a. alter vertical dimension;
 - b. restore or maintain occlusion; or
 - c. splint or replace tooth structure lost as a result of abrasion or attrition.
4. for any procedure begun after the insured person's insurance under this contract terminates; or for any prosthetic dental appliances installed or delivered more than 90 days after the Insured's insurance under this contract terminates.
5. to replace lost or stolen appliances.
6. for any treatment which is for cosmetic purposes.
7. for any procedure not shown in the Table of Dental Procedures. (There may be additional frequencies and limitations that apply, please see the Table of Dental Procedures for details.)
8. for orthodontic treatment under this benefit provision. (If orthodontic expense benefits have been included in this policy, please refer to the Schedule of Benefits and Orthodontic Expense Benefits provision found on 9260).
9. for which the Insured person is entitled to benefits under any workmen's compensation or similar law, or charges for services or supplies received as a result of any dental condition caused or contributed to by an injury or sickness arising out of or in the course of any employment for wage or profit.
10. for charges which the Insured person is not liable or which would not have been made had no insurance been in force.
11. for services that are not required for necessary care and treatment or are not within the generally accepted parameters of care.

12. because of war or any act of war, declared or not.

TABLE OF DENTAL PROCEDURES

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY FOR YOUR PROCEDURE FREQUENCIES AND PROVISIONS.

The attached is a list of dental procedures for which benefits are payable under this section; and is based upon the Current Dental Terminology © American Dental Association. **No benefits are payable for a procedure that is not listed.**

Class Number 1

- Your benefits are based on a Calendar Year. A Calendar Year runs from January 1 through December 31.
- Benefit Period means the period from January 1 of any year through December 31 of the same year. But during the first year a person is insured, a benefit period means the period from his or her effective date through December 31 of that year.

All Classes

- Covered Procedures are subject to all plan provisions, procedure and frequency limitations, and/or consultant review.
- Reference to "traumatic injury" under this plan is defined as injury caused by external forces (ie. outside the mouth) and specifically excludes injury caused by internal forces such as bruxism (grinding of teeth).
- Benefits for replacement prosthetic crown, appliance, or fixed partial denture will be based on the prior placement date. Frequencies which reference Benefit Period will be measured forward within the limits defined as the Benefit Period. All other frequencies will be measured forward from the last covered date of service.
- X-ray films, periodontal charting and supporting diagnostic data may be requested for our review.
- We recommend that a pre-treatment estimate be submitted for all anticipated work that is considered to be expensive by our insured.
- A pre-treatment estimate is not a pre-authorization or guarantee of payment or eligibility; rather it is an indication of the estimated benefits available if the described procedures are performed.

TYPE 1 PROCEDURES

PAYMENT BASIS - NON-PREFERRED PROVIDERS - Maximum Allowable Charge

PAYMENT BASIS - PREFERRED PROVIDERS - Maximum Allowable Charge

BENEFIT PERIOD - Calendar Year

For Additional Limitations - See Limitations

ROUTINE ORAL EVALUATION

D0120 Periodic oral evaluation - established patient.

D0145 Oral evaluation for a patient under three years of age and counseling with primary caregiver.

D0150 Comprehensive oral evaluation - new or established patient.

D0180 Comprehensive periodontal evaluation - new or established patient.

COMPREHENSIVE EVALUATION: D0150, D0180

- Coverage is limited to 1 of each of these procedures per 1 provider.
- In addition, D0150, D0180 coverage is limited to 1 of any of these procedures per 6 month(s).
- D0120, D0145, also contribute(s) to this limitation.
- If frequency met, will be considered at an alternate benefit of a D0120/D0145 and count towards this frequency.

ROUTINE EVALUATION: D0120, D0145

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D0150, D0180, also contribute(s) to this limitation.
- Procedure D0120 will be considered for individuals age 3 and over. Procedure D0145 will be considered for individuals age 2 and under.

COMPLETE SERIES OR PANORAMIC FILM

D0210 Intraoral - complete series (including bitewings).

D0330 Panoramic film.

COMPLETE SERIES/PANORAMIC FILMS: D0210, D0330

- Coverage is limited to 1 of any of these procedures per 5 year(s).

OTHER XRAYS

D0220 Intraoral - periapical first film.

D0230 Intraoral - periapical each additional film.

D0240 Intraoral - occlusal film.

D0250 Extraoral - first film.

D0260 Extraoral - each additional film.

PERIAPICAL FILMS: D0220, D0230

- The maximum amount considered for x-ray films taken on one day will be equivalent to an allowance of a D0210.

BITEWING FILMS

D0270 Bitewing - single film.

D0272 Bitewings - two films.

D0273 Bitewings - three films.

D0274 Bitewings - four films.

D0277 Vertical bitewings - 7 to 8 films.

BITEWING FILMS: D0270, D0272, D0273, D0274

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- D0277, also contribute(s) to this limitation.
- The maximum amount considered for x-ray films taken on one day will be equivalent to an allowance of a D0210.

VERTICAL BITEWING FILM: D0277

- Vertical bitewings are considered at an alternate benefit of a D0274 and count towards this frequency. The maximum amount considered for x-ray films taken on one day will be equivalent to an allowance of a D0210.

PROPHYLAXIS (CLEANING) AND FLUORIDE

D1110 Prophylaxis - adult.

D1120 Prophylaxis - child.

D1203 Topical application of fluoride - child.

TYPE 1 PROCEDURES

D1204 Topical application of fluoride - adult.

D1206 Topical fluoride varnish; therapeutic application for moderate to high caries risk patients.

FLUORIDE: D1203, D1204, D1206

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- Benefits are considered for persons age 13 and under.
- An adult fluoride is considered for individuals age 14 and over when eligible. A child fluoride is considered for individuals age 13 and under.

PROPHYLAXIS: D1110, D1120

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D4910, also contribute(s) to this limitation.
- An adult prophylaxis (cleaning) is considered for individuals age 14 and over. A child prophylaxis (cleaning) is considered for individuals age 13 and under. Benefits for prophylaxis (cleaning) are not available when performed on the same date as periodontal procedures.

SEALANT

D1351 Sealant - per tooth.

D1352 Preventive resin restoration in a moderate to high caries risk patient-permanent.

SEALANT: D1351, D1352

- Coverage is limited to 1 of any of these procedures per 3 year(s).
- Benefits are considered for persons age 13 and under.
- Benefits are considered on permanent molars only.
- Coverage is allowed on the occlusal surface only.

TYPE 2 PROCEDURES

PAYMENT BASIS - NON-PREFERRED PROVIDERS - Maximum Allowable Charge

PAYMENT BASIS - PREFERRED PROVIDERS - Maximum Allowable Charge

BENEFIT PERIOD - Calendar Year

For Additional Limitations - See Limitations

LIMITED ORAL EVALUATION

D0140 Limited oral evaluation - problem focused.

D0170 Re-evaluation - limited, problem focused (established patient; not post-operative visit).

LIMITED ORAL EVALUATION: D0140, D0170

- Coverage is allowed for accidental injury only. If not due to an accident, will be considered at an alternate benefit of a D0120/D0145 and count towards this frequency.

ORAL PATHOLOGY/LABORATORY

D0472 Accession of tissue, gross examination, preparation and transmission of written report.

D0473 Accession of tissue, gross and microscopic examination, preparation and transmission of written report.

D0474 Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report.

ORAL PATHOLOGY LABORATORY: D0472, D0473, D0474

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- Coverage is limited to 1 examination per biopsy/excision.

AMALGAM RESTORATIONS (FILLINGS)

D2140 Amalgam - one surface, primary or permanent.

D2150 Amalgam - two surfaces, primary or permanent.

D2160 Amalgam - three surfaces, primary or permanent.

D2161 Amalgam - four or more surfaces, primary or permanent.

AMALGAM RESTORATIONS: D2140, D2150, D2160, D2161

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, D9911, also contribute(s) to this limitation.

RESIN RESTORATIONS (FILLINGS)

D2330 Resin-based composite - one surface, anterior.

D2331 Resin-based composite - two surfaces, anterior.

D2332 Resin-based composite - three surfaces, anterior.

D2335 Resin-based composite - four or more surfaces or involving incisal angle (anterior).

D2391 Resin-based composite - one surface, posterior.

D2392 Resin-based composite - two surfaces, posterior.

D2393 Resin-based composite - three surfaces, posterior.

D2394 Resin-based composite - four or more surfaces, posterior.

D2410 Gold foil - one surface.

D2420 Gold foil - two surfaces.

D2430 Gold foil - three surfaces.

COMPOSITE RESTORATIONS: D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2140, D2150, D2160, D2161, D9911, also contribute(s) to this limitation.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Coverage is limited to necessary placement resulting from decay or replacement due to existing unserviceable restorations.

GOLD FOIL RESTORATIONS: D2410, D2420, D2430

- Gold foils are considered at an alternate benefit of an amalgam/composite restoration.

STAINLESS STEEL CROWN (PREFABRICATED CROWN)

D2390 Resin-based composite crown, anterior.

D2930 Prefabricated stainless steel crown - primary tooth.

D2931 Prefabricated stainless steel crown - permanent tooth.

TYPE 2 PROCEDURES

D2932 Prefabricated resin crown.

D2933 Prefabricated stainless steel crown with resin window.

D2934 Prefabricated esthetic coated stainless steel crown - primary tooth.

STAINLESS STEEL CROWN: D2390, D2930, D2931, D2932, D2933, D2934

- Replacement is limited to 1 of any of these procedures per 12 month(s).
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.

RECEMENT

D2910 Recement inlay, onlay, or partial coverage restoration.

D2915 Recement cast or prefabricated post and core.

D2920 Recement crown.

D6092 Recement implant/abutment supported crown.

D6093 Recement implant/abutment supported fixed partial denture.

D6930 Recement fixed partial denture.

SEDATIVE FILLING

D2940 Protective restoration.

FULL MOUTH DEBRIDEMENT

D4355 Full mouth debridement to enable comprehensive evaluation and diagnosis.

FULL MOUTH DEBRIDEMENT: D4355

- Coverage is limited to 1 of any of these procedures per 5 year(s).

PERIODONTAL MAINTENANCE

D4910 Periodontal maintenance.

PERIODONTAL MAINTENANCE: D4910

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D1110, D1120, also contribute(s) to this limitation.
- Coverage is contingent upon evidence of full mouth active periodontal therapy. Benefits are not available if performed on the same date as any other periodontal procedure.

DENTURE REPAIR

D5510 Repair broken complete denture base.

D5520 Replace missing or broken teeth - complete denture (each tooth).

D5610 Repair resin denture base.

D5620 Repair cast framework.

D5630 Repair or replace broken clasp.

D5640 Replace broken teeth - per tooth.

DENTURE RELINES

D5730 Reline complete maxillary denture (chairside).

D5731 Reline complete mandibular denture (chairside).

D5740 Reline maxillary partial denture (chairside).

D5741 Reline mandibular partial denture (chairside).

D5750 Reline complete maxillary denture (laboratory).

D5751 Reline complete mandibular denture (laboratory).

D5760 Reline maxillary partial denture (laboratory).

D5761 Reline mandibular partial denture (laboratory).

DENTURE RELINE: D5730, D5731, D5740, D5741, D5750, D5751, D5760, D5761

- Coverage is limited to service dates more than 6 months after placement date.

NON-SURGICAL EXTRACTIONS

D7111 Extraction, coronal remnants - deciduous tooth.

D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal).

OTHER ORAL SURGERY

D7260 Oroantral fistula closure.

D7261 Primary closure of a sinus perforation.

TYPE 2 PROCEDURES

- D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth.
- D7272 Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization).
- D7280 Surgical access of an unerupted tooth.
- D7282 Mobilization of erupted or malpositioned tooth to aid eruption.
- D7283 Placement of device to facilitate eruption of impacted tooth.
- D7310 Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant.
- D7311 Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant.
- D7320 Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant.
- D7321 Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant.
- D7340 Vestibuloplasty - ridge extension (secondary epithelialization).
- D7350 Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue).
- D7410 Excision of benign lesion up to 1.25 cm.
- D7411 Excision of benign lesion greater than 1.25 cm.
- D7412 Excision of benign lesion, complicated.
- D7413 Excision of malignant lesion up to 1.25 cm.
- D7414 Excision of malignant lesion greater than 1.25 cm.
- D7415 Excision of malignant lesion, complicated.
- D7440 Excision of malignant tumor - lesion diameter up to 1.25 cm.
- D7441 Excision of malignant tumor - lesion diameter greater than 1.25 cm.
- D7450 Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm.
- D7451 Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm.
- D7460 Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm.
- D7461 Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm.
- D7465 Destruction of lesion(s) by physical or chemical method, by report.
- D7471 Removal of lateral exostosis (maxilla or mandible).
- D7472 Removal of torus palatinus.
- D7473 Removal of torus mandibularis.
- D7485 Surgical reduction of osseous tuberosity.
- D7490 Radical resection of maxilla or mandible.
- D7510 Incision and drainage of abscess - intraoral soft tissue.
- D7520 Incision and drainage of abscess - extraoral soft tissue.
- D7530 Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue.
- D7540 Removal of reaction producing foreign bodies, musculoskeletal system.
- D7550 Partial osteotomy/sequestrectomy for removal of non-vital bone.
- D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body.
- D7910 Suture of recent small wounds up to 5 cm.
- D7911 Complicated suture - up to 5 cm.
- D7912 Complicated suture - greater than 5 cm.
- D7960 Frenulectomy-also known as frenectomy or frenotomy-separate procedure not incidental to another procedure.
- D7963 Frenuloplasty.
- D7970 Excision of hyperplastic tissue - per arch.
- D7972 Surgical reduction of fibrous tuberosity.
- D7980 Sialolithotomy.
- D7983 Closure of salivary fistula.

REMOVAL OF BONE TISSUE: D7471, D7472, D7473

- Coverage is limited to 5 of any of these procedures per 1 lifetime.

BIOPSY OF ORAL TISSUE

- D7285 Biopsy of oral tissue - hard (bone, tooth).
- D7286 Biopsy of oral tissue - soft.
- D7287 Exfoliative cytological sample collection.
- D7288 Brush biopsy - transepithelial sample collection.

PALLIATIVE

TYPE 2 PROCEDURES

D9110 Palliative (emergency) treatment of dental pain - minor procedure.

PALLIATIVE TREATMENT: D9110

- Not covered in conjunction with other procedures, except diagnostic x-ray films.

PROFESSIONAL CONSULT/VISIT/SERVICES

D9310 Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician.

D9430 Office visit for observation (during regularly scheduled hours) - no other services performed.

D9440 Office visit - after regularly scheduled hours.

D9930 Treatment of complications (post-surgical) - unusual circumstances, by report.

CONSULTATION: D9310

- Coverage is limited to 1 of any of these procedures per 1 provider.

OFFICE VISIT: D9430, D9440

- Procedure D9430 is allowed for accidental injury only. Procedure D9440 will be allowed on the basis of services rendered or visit, whichever is greater.

OCCLUSAL ADJUSTMENT

D9951 Occlusal adjustment - limited.

D9952 Occlusal adjustment - complete.

OCCLUSAL ADJUSTMENT: D9951, D9952

- Coverage is considered only when performed in conjunction with periodontal procedures for the treatment of periodontal disease.

MISCELLANEOUS

D0486 Laboratory accession of transepithelial cytologic sample, microscopic examination, preparation and transmission of written report.

D2951 Pin retention - per tooth, in addition to restoration.

D9911 Application of desensitizing resin for cervical and/or root surfaces, per tooth.

DESENSITIZATION: D9911

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2140, D2150, D2160, D2161, D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, also contribute(s) to this limitation.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Coverage is limited to necessary placement resulting from decay or replacement due to existing unserviceable restorations.

TYPE 3 PROCEDURES

PAYMENT BASIS - NON-PREFERRED PROVIDERS - Maximum Allowable Charge

PAYMENT BASIS - PREFERRED PROVIDERS - Maximum Allowable Charge

BENEFIT PERIOD - Calendar Year

For Additional Limitations - See Limitations

SPACE MAINTAINERS

D1510 Space maintainer - fixed - unilateral.

D1515 Space maintainer - fixed - bilateral.

D1520 Space maintainer - removable - unilateral.

D1525 Space maintainer - removable - bilateral.

D1550 Re-cementation of space maintainer.

D1555 Removal of fixed space maintainer.

SPACE MAINTAINER: D1510, D1515, D1520, D1525

- Coverage is limited to space maintenance for unerupted teeth, following extraction of primary teeth. Allowances include all adjustments within 6 months of placement date.

INLAY RESTORATIONS

D2510 Inlay - metallic - one surface.

D2520 Inlay - metallic - two surfaces.

D2530 Inlay - metallic - three or more surfaces.

D2610 Inlay - porcelain/ceramic - one surface.

D2620 Inlay - porcelain/ceramic - two surfaces.

D2630 Inlay - porcelain/ceramic - three or more surfaces.

D2650 Inlay - resin-based composite - one surface.

D2651 Inlay - resin-based composite - two surfaces.

D2652 Inlay - resin-based composite - three or more surfaces.

INLAY: D2510, D2520, D2530, D2610, D2620, D2630, D2650, D2651, D2652

- Inlays will be considered at an alternate benefit of an amalgam/composite restoration and only when resulting from caries (tooth decay) or traumatic injury.

ONLAY RESTORATIONS

D2542 Onlay - metallic - two surfaces.

D2543 Onlay - metallic - three surfaces.

D2544 Onlay - metallic - four or more surfaces.

D2642 Onlay - porcelain/ceramic - two surfaces.

D2643 Onlay - porcelain/ceramic - three surfaces.

D2644 Onlay - porcelain/ceramic - four or more surfaces.

D2662 Onlay - resin-based composite - two surfaces.

D2663 Onlay - resin-based composite - three surfaces.

D2664 Onlay - resin-based composite - four or more surfaces.

ONLAY: D2542, D2543, D2544, D2642, D2643, D2644, D2662, D2663, D2664

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D2510, D2520, D2530, D2610, D2620, D2630, D2650, D2651, D2652, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6624, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6780, D6781, D6782, D6783, D6790, D6791, D6792, D6794, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Coverage is limited to necessary placement resulting from caries (tooth decay) or traumatic injury.
- Benefits will not be considered if procedure D2390, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

CROWNS SINGLE RESTORATIONS

D2710 Crown - resin-based composite (indirect).

TYPE 3 PROCEDURES

- D2712 Crown - 3/4 resin-based composite (indirect).
- D2720 Crown - resin with high noble metal.
- D2721 Crown - resin with predominantly base metal.
- D2722 Crown - resin with noble metal.
- D2740 Crown - porcelain/ceramic substrate.
- D2750 Crown - porcelain fused to high noble metal.
- D2751 Crown - porcelain fused to predominantly base metal.
- D2752 Crown - porcelain fused to noble metal.
- D2780 Crown - 3/4 cast high noble metal.
- D2781 Crown - 3/4 cast predominantly base metal.
- D2782 Crown - 3/4 cast noble metal.
- D2783 Crown - 3/4 porcelain/ceramic.
- D2790 Crown - full cast high noble metal.
- D2791 Crown - full cast predominantly base metal.
- D2792 Crown - full cast noble metal.
- D2794 Crown - titanium.

CROWN: D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6624, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6780, D6781, D6782, D6783, D6790, D6791, D6792, D6794, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Coverage is limited to necessary placement resulting from caries (tooth decay) or traumatic injury.
- Benefits will not be considered if procedure D2390, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

CORE BUILD-UP

- D2950 Core buildup, including any pins.
 - D6973 Core build up for retainer, including any pins.
- CORE BUILDUP: D2950, D6973

- A pretreatment is strongly suggested for D2950. This is reviewed by our dental consultants and benefits are allowed when diagnostic data indicates significant tooth structure loss.

POST AND CORE

- D2952 Post and core in addition to crown, indirectly fabricated.
- D2954 Prefabricated post and core in addition to crown.

FIXED CROWN AND PARTIAL DENTURE REPAIR

- D2980 Crown repair, by report.
- D6980 Fixed partial denture repair, by report.
- D9120 Fixed partial denture sectioning.

ENDODONTICS MISCELLANEOUS

- D3220 Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament.
- D3221 Pulpal debridement, primary and permanent teeth.
- D3222 Partial Pulpotomy for apexogenesis - permanent tooth with incomplete root development.
- D3230 Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration).
- D3240 Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration).
- D3333 Internal root repair of perforation defects.

TYPE 3 PROCEDURES

- D3351 Apexification/recalcification/pulpal regeneration-initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)
 - D3352 Apexification/recalcification/pulpal regeneration - interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.).
 - D3353 Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.).
 - D3430 Retrograde filling - per root.
 - D3450 Root amputation - per root.
 - D3920 Hemisection (including any root removal), not including root canal therapy.
- ENDODONTICS MISCELLANEOUS: D3333, D3430, D3450, D3920
- Procedure D3333 is limited to permanent teeth only.

ENDODONTIC THERAPY (ROOT CANALS)

- D3310 Endodontic therapy, anterior tooth.
- D3320 Endodontic therapy, bicuspid tooth.
- D3330 Endodontic therapy, molar.
- D3332 Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth.
- D3346 Retreatment of previous root canal therapy - anterior.
- D3347 Retreatment of previous root canal therapy - bicuspid.
- D3348 Retreatment of previous root canal therapy - molar.

ROOT CANALS: D3310, D3320, D3330, D3332

- Benefits are considered on permanent teeth only.
- Allowances include intraoperative films and cultures but exclude final restoration.

RETREATMENT OF ROOT CANAL: D3346, D3347, D3348

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- D3310, D3320, D3330, also contribute(s) to this limitation.
- Benefits are considered on permanent teeth only.
- Coverage is limited to service dates more than 12 months after root canal therapy. Allowances include intraoperative films and cultures but exclude final restoration.

SURGICAL ENDODONTICS

- D3410 Apicoectomy/periradicular surgery - anterior.
- D3421 Apicoectomy/periradicular surgery - bicuspid (first root).
- D3425 Apicoectomy/periradicular surgery - molar (first root).
- D3426 Apicoectomy/periradicular surgery (each additional root).

SURGICAL PERIODONTICS

- D4210 Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant.
- D4211 Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant.
- D4240 Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant.
- D4241 Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant.
- D4260 Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant.
- D4261 Osseous surgery (including flap entry and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant.
- D4263 Bone replacement graft - first site in quadrant.
- D4264 Bone replacement graft - each additional site in quadrant.
- D4265 Biologic materials to aid in soft and osseous tissue regeneration.
- D4270 Pedicle soft tissue graft procedure.
- D4271 Free soft tissue graft procedure (including donor site surgery).
- D4273 Subepithelial connective tissue graft procedures, per tooth.
- D4274 Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area).
- D4275 Soft tissue allograft.

TYPE 3 PROCEDURES

D4276 Combined connective tissue and double pedicle graft, per tooth.

BONE GRAFTS: D4263, D4264, D4265

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

GINGIVECTOMY: D4210, D4211

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

OSSEOUS SURGERY: D4240, D4241, D4260, D4261

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

TISSUE GRAFTS: D4270, D4271, D4273, D4275, D4276

- Each quadrant is limited to 2 of any of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

CROWN LENGTHENING

D4249 Clinical crown lengthening - hard tissue.

NON-SURGICAL PERIODONTICS

D4341 Periodontal scaling and root planing - four or more teeth per quadrant.

D4342 Periodontal scaling and root planing - one to three teeth, per quadrant.

D4381 Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report.

CHEMOTHERAPEUTIC AGENTS: D4381

- Each quadrant is limited to 2 of any of these procedures per 2 year(s).

PERIODONTAL SCALING & ROOT PLANING: D4341, D4342

- Each quadrant is limited to 1 of each of these procedures per 2 year(s).

PROSTHODONTICS - FIXED/REMOVABLE (DENTURES)

D5110 Complete denture - maxillary.

D5120 Complete denture - mandibular.

D5130 Immediate denture - maxillary.

D5140 Immediate denture - mandibular.

D5211 Maxillary partial denture - resin base (including any conventional clasps, rests and teeth).

D5212 Mandibular partial denture - resin base (including any conventional clasps, rests and teeth).

D5213 Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth).

D5214 Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth).

D5225 Maxillary partial denture - flexible base (including any clasps, rests and teeth).

D5226 Mandibular partial denture - flexible base (including any clasps, rests and teeth).

D5281 Removable unilateral partial denture - one piece cast metal (including clasps and teeth).

D5670 Replace all teeth and acrylic on cast metal framework (maxillary).

D5671 Replace all teeth and acrylic on cast metal framework (mandibular).

D5810 Interim complete denture (maxillary).

D5811 Interim complete denture (mandibular).

D5820 Interim partial denture (maxillary).

D5821 Interim partial denture (mandibular).

D5860 Overdenture - complete, by report.

D5861 Overdenture - partial, by report.

D6053 Implant/abutment supported removable denture for completely edentulous arch.

D6054 Implant/abutment supported removable denture for partially edentulous arch.

D6078 Implant/abutment supported fixed denture for completely edentulous arch.

D6079 Implant/abutment supported fixed denture for partially edentulous arch.

COMPLETE DENTURE: D5110, D5120, D5130, D5140, D5860, D6053, D6078

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- Frequency is waived for accidental injury.
- Allowances include adjustments within 6 months after placement date. Procedures D5860, D6053, and D6078 are considered at an alternate benefit of a D5110/D5120.

TYPE 3 PROCEDURES

PARTIAL DENTURE: D5211, D5212, D5213, D5214, D5225, D5226, D5281, D5670, D5671, D5861, D6054, D6079

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- Frequency is waived for accidental injury.
- Allowances include adjustments within 6 months of placement date. Procedures D5861, D6054, and D6079 are considered at an alternate benefit of a D5213/D5214.

DENTURE ADJUSTMENTS

- D5410 Adjust complete denture - maxillary.
- D5411 Adjust complete denture - mandibular.
- D5421 Adjust partial denture - maxillary.
- D5422 Adjust partial denture - mandibular.

DENTURE ADJUSTMENT: D5410, D5411, D5421, D5422

- Coverage is limited to dates of service more than 6 months after placement date.

ADD TOOTH/CLASP TO EXISTING PARTIAL

- D5650 Add tooth to existing partial denture.
- D5660 Add clasp to existing partial denture.

DENTURE REBASES

- D5710 Rebase complete maxillary denture.
- D5711 Rebase complete mandibular denture.
- D5720 Rebase maxillary partial denture.
- D5721 Rebase mandibular partial denture.

TISSUE CONDITIONING

- D5850 Tissue conditioning, maxillary.
- D5851 Tissue conditioning, mandibular.

PROSTHODONTICS - FIXED

- D6058 Abutment supported porcelain/ceramic crown.
- D6059 Abutment supported porcelain fused to metal crown (high noble metal).
- D6060 Abutment supported porcelain fused to metal crown (predominantly base metal).
- D6061 Abutment supported porcelain fused to metal crown (noble metal).
- D6062 Abutment supported cast metal crown (high noble metal).
- D6063 Abutment supported cast metal crown (predominantly base metal).
- D6064 Abutment supported cast metal crown (noble metal).
- D6065 Implant supported porcelain/ceramic crown.
- D6066 Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal).
- D6067 Implant supported metal crown (titanium, titanium alloy, high noble metal).
- D6068 Abutment supported retainer for porcelain/ceramic FPD.
- D6069 Abutment supported retainer for porcelain fused to metal FPD (high noble metal).
- D6070 Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal).
- D6071 Abutment supported retainer for porcelain fused to metal FPD (noble metal).
- D6072 Abutment supported retainer for cast metal FPD (high noble metal).
- D6073 Abutment supported retainer for cast metal FPD (predominantly base metal).
- D6074 Abutment supported retainer for cast metal FPD (noble metal).
- D6075 Implant supported retainer for ceramic FPD.
- D6076 Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal).
- D6077 Implant supported retainer for cast metal FPD (titanium, titanium alloy or high noble metal).
- D6094 Abutment supported crown - (titanium).
- D6194 Abutment supported retainer crown for FPD - (titanium).
- D6205 Pontic - indirect resin based composite.
- D6210 Pontic - cast high noble metal.
- D6211 Pontic - cast predominantly base metal.
- D6212 Pontic - cast noble metal.
- D6214 Pontic - titanium.
- D6240 Pontic - porcelain fused to high noble metal.
- D6241 Pontic - porcelain fused to predominantly base metal.

TYPE 3 PROCEDURES

D6242 Pontic - porcelain fused to noble metal.
D6245 Pontic - porcelain/ceramic.
D6250 Pontic - resin with high noble metal.
D6251 Pontic - resin with predominantly base metal.
D6252 Pontic - resin with noble metal.
D6545 Retainer - cast metal for resin bonded fixed prosthesis.
D6548 Retainer - porcelain/ceramic for resin bonded fixed prosthesis.
D6600 Inlay - porcelain/ceramic, two surfaces.
D6601 Inlay - porcelain/ceramic, three or more surfaces.
D6602 Inlay - cast high noble metal, two surfaces.
D6603 Inlay - cast high noble metal, three or more surfaces.
D6604 Inlay - cast predominantly base metal, two surfaces.
D6605 Inlay - cast predominantly base metal, three or more surfaces.
D6606 Inlay - cast noble metal, two surfaces.
D6607 Inlay - cast noble metal, three or more surfaces.
D6608 Onlay - porcelain/ceramic, two surfaces.
D6609 Onlay - porcelain/ceramic, three or more surfaces.
D6610 Onlay - cast high noble metal, two surfaces.
D6611 Onlay - cast high noble metal, three or more surfaces.
D6612 Onlay - cast predominantly base metal, two surfaces.
D6613 Onlay - cast predominantly base metal, three or more surfaces.
D6614 Onlay - cast noble metal, two surfaces.
D6615 Onlay - cast noble metal, three or more surfaces.
D6624 Inlay - titanium.
D6634 Onlay - titanium.
D6710 Crown - indirect resin based composite.
D6720 Crown - resin with high noble metal.
D6721 Crown - resin with predominantly base metal.
D6722 Crown - resin with noble metal.
D6740 Crown - porcelain/ceramic.
D6750 Crown - porcelain fused to high noble metal.
D6751 Crown - porcelain fused to predominantly base metal.
D6752 Crown - porcelain fused to noble metal.
D6780 Crown - 3/4 cast high noble metal.
D6781 Crown - 3/4 cast predominantly base metal.
D6782 Crown - 3/4 cast noble metal.
D6783 Crown - 3/4 porcelain/ceramic.
D6790 Crown - full cast high noble metal.
D6791 Crown - full cast predominantly base metal.
D6792 Crown - full cast noble metal.
D6794 Crown - titanium.
D6940 Stress breaker.

FIXED PARTIAL CROWN: D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6780, D6781, D6782, D6783, D6790, D6791, D6792, D6794

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6624, D6634, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

FIXED PARTIAL INLAY: D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6624

TYPE 3 PROCEDURES

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6780, D6781, D6782, D6783, D6790, D6791, D6792, D6794, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

FIXED PARTIAL ONLAY: D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6634

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6624, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6780, D6781, D6782, D6783, D6790, D6791, D6792, D6794, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

FIXED PARTIAL PONTIC: D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6245, D6250, D6251, D6252

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D5211, D5212, D5213, D5214, D5225, D5226, D5281, D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6068, D6069, D6070, D6071, D6072, D6073, D6074, D6075, D6076, D6077, D6094, D6194, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

IMPLANT SUPPORTED CROWN: D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6094

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D5211, D5212, D5213, D5214, D5225, D5226, D5281, D6194, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6245, D6250, D6251, D6252, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

IMPLANT SUPPORTED RETAINER: D6068, D6069, D6070, D6071, D6072, D6073, D6074, D6075, D6076, D6077, D6194

- Replacement is limited to 1 of any of these procedures per 10 year(s).
- D5211, D5212, D5213, D5214, D5225, D5226, D5281, D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6094, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6245, D6250, D6251, D6252, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

CAST POST AND CORE FOR PARTIALS

TYPE 3 PROCEDURES

- D6970 Post and core in addition to fixed partial denture retainer, indirectly fabricated.
D6972 Prefabricated post and core in addition to fixed partial denture retainer.

SURGICAL EXTRACTIONS

- D7210 Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated.
D7220 Removal of impacted tooth - soft tissue.
D7230 Removal of impacted tooth - partially bony.
D7240 Removal of impacted tooth - completely bony.
D7241 Removal of impacted tooth - completely bony, with unusual surgical complications.
D7250 Surgical removal of residual tooth roots (cutting procedure).
D7251 Coronectomy-intentional partial tooth removal.

APPLIANCE THERAPY

- D8210 Removable appliance therapy.
D8220 Fixed appliance therapy.

APPLIANCE THERAPY: D8210, D8220

- Coverage is limited to the correction of thumb-sucking.

ANESTHESIA-GENERAL/IV

- D9220 Deep sedation/general anesthesia - first 30 minutes.
D9221 Deep sedation/general anesthesia - each additional 15 minutes.
D9241 Intravenous conscious sedation/analgesia - first 30 minutes.
D9242 Intravenous conscious sedation/analgesia - each additional 15 minutes.

GENERAL ANESTHESIA: D9220, D9221, D9241, D9242

- Coverage is only available with a cutting procedure. Verification of the dentist's anesthesia permit and a copy of the anesthesia report is required. A maximum of two additional units (D9221 or D9242) will be considered.

COORDINATION OF BENEFITS

This section applies if an Insured person has dental coverage under more than one Plan definition below. All benefits provided under this policy are subject to this section.

EFFECT ON BENEFITS. The Order of Benefit Determination rules below determine which Plan will pay as the primary Plan. If all or any part of an Allowable Expense under this Plan is an Allowable Expense under any other Plan, then benefits will be reduced so that, when they are added to benefits payable under any other Plan for the same service or supply, the total does not exceed 100% of the total Allowable Expense.

If another Plan is primary and this Plan is considered secondary, the amount by which benefits have been reduced during the Claim Determination Period will be used by us to pay the Allowable Expenses not otherwise paid which were incurred by you in the same Claim Determination Period. We will determine our obligation to pay for Allowable Expenses as each claim is submitted, based on all claims submitted in the current Claim Determination Period.

DEFINITIONS. The following apply only to this provision of the policy.

1. "Plan" refers to the group policy and any of the following plans, whether insured or uninsured, providing benefits for dental services or supplies:
 - a. Any group or blanket insurance policy.
 - b. Any group Blue Cross, group Blue Shield, or group prepayment arrangement.
 - c. Any labor/management, trustees plan, labor organization, employer organization, or employee organization plan, whether on an insured or uninsured basis.
 - d. Any coverage under a governmental plan that allows coordination of benefits, or any coverage required or provided by law. This does **not** include a state plan under Medicaid (Title XIX of the Social Security Act as enacted or amended). It also does not include any plan whose benefits by law are excess to those of any private insurance program or other non-governmental program.
2. "Plan" does **not** include the following:
 - a. Individual or family benefits provided through insurance contracts, subscriber contracts, coverage through individual HMOs or other prepayment arrangements.
 - b. Coverages for school type accidents only, including athletic injuries.
3. "Allowable Expense" refers to any necessary, reasonable and customary item of expense at least a portion of which is covered under at least one of the Plans covering the Insured person for whom that claim is made. When a Plan provides services rather than cash payments, the reasonable cash value of each service will be both an Allowable Expense and a benefit paid. Benefits payable under another Plan include benefits that would have been payable had a claim been made for them.
4. "Claim Determination Period" refers to a Benefit Period, but does not include any time during which a person has no coverage under this Plan.
5. "Custodial Parent" refers to a parent awarded custody of a minor child by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than half of the calendar year without regard to any temporary visitation.

ORDER OF BENEFIT DETERMINATION. When two or more Plans pay benefits, the rules for determining the order of payment are as follows:

1. A Plan that does not have a coordination of benefits provision is always considered primary and will pay benefits first.
2. If a Plan also has a coordination of benefits provision, the first of the following rules that describe which Plan pays its benefits before another Plan is the rule to use:
 - a. The benefits of a Plan that covers a person as an employee, member or subscriber are determined before those of a Plan that covers the person as a dependent.
 - b. If a Dependent child is covered by more than one Plan, then the primary Plan is the Plan of the parent whose birthday is earlier in the year if:
 - i. the parents are married;
 - ii. the parents are not separated (whether or not they ever have been married); or
 - iii. a court decree awards joint custody without specifying that one party has the responsibility to provide Dental coverage.

If both parents have the same birthday, the Plan that covered either of the parents longer is primary.

- c. If the Dependent child is covered by divorced or separated parents under two or more Plans, benefits for that Dependent child will be determined in the following order:
 - i. the Plan of the Custodial Parent;
 - ii. the Plan of the spouse of the Custodial Parent;
 - iii. the Plan of the non-Custodial Parent; and then
 - iv. the Plan of the spouse of the non-Custodial Parent.

However, if the specific terms of a court decree establish a parent's responsibility for the child's Dental expenses and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Claim Determination Periods or Benefit Periods commencing after the Plan is given notice of the court decree.

- d. The benefits of a Plan that cover a person as an employee who is neither laid-off nor retired (or as that employee's dependent) are determined before those of a Plan that covers that person as a laid-off or retired employee (or as that employee's dependent). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule will be ignored.
 - e. If a person whose coverage is provided under a right of continuation provided by a federal or state law also is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree (or as that person's dependent) is primary, and the continuation coverage is secondary. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule will be ignored.
 - f. The benefits of a Plan that has covered a person for a longer period will be determined first.

If the preceding rules do not determine the primary Plan, the allowable expenses shall be shared equally between the Plans meeting the definition of Plan under this provision. In addition, this Plan will not pay more than what it would have paid had it been primary.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION. We may without your consent and notice to you:

1. Release any information with respect to your coverage and benefits under the policy; and
2. Obtain from any other insurance company, organization or person any information with respect to your coverage and benefits under another Plan.

You must provide us with any information necessary to coordinate benefits.

FACILITY OF PAYMENT. When other Plans make payments that should have been made under this Plan according to the above terms, we will, at our discretion, pay to any organizations making these payments any amounts that we decide will satisfy the intent of the above terms. Amounts paid in this way will be benefits paid under this Plan. We will not be liable to the extent of these payments.

RIGHT OF RECOVERY. When we make payments for Allowable Expenses in excess of the amount that will satisfy the intent of the above terms, we will recover these payments, to the extent of the excess, from any persons or organizations to or for whom these payments were made. The amount of the payments made includes the reasonable cash value of any benefits provided in the form of services.

GENERAL PROVISIONS

NOTICE OF CLAIM. Written notice of a claim must be given to us within 30 days after the incurred date of the services provided for which benefits are payable.

Notice must be given to us at our Home Office, or to one of our agents. Notice should include the Policyholder's name, Insured's name, and policy number. If it was not reasonably possible to give written notice within the 30 day period stated above, we will not reduce or deny a claim for this reason if notice is filed as soon as is reasonably possible.

CLAIM FORMS. When we receive the notice of a claim, we will send the claimant forms for filing proof of loss. If these forms are not furnished within 10 days after the giving of such notice, the claimant will meet our proof of loss requirements by giving us a written statement of the nature and extent of loss within the time limit for filing proofs of loss.

PROOF OF LOSS. Written proof of loss must be given to us within 90 days after the incurred date of the services provided for which benefits are payable. If it is not reasonably possible to give written proof within the 90-day period, we will not reduce or deny a claim for this reason.

TIME OF PAYMENT. We will pay all benefits within 15 working days of when we receive all information necessary to pay the claim. If a claim cannot be paid within 15 working days of receipt, we will notify you within that 15-day period providing you with a list of information necessary for us to pay the claim. Upon receipt of the additional information, we will have an additional 15 working days within which to process the claim and either make payment or notify the claimant of the denial. We will pay interest at the rate of eighteen percent per year on benefits for valid claims not paid within the time periods noted above until the claim is settled.

PAYMENT OF BENEFITS. Upon written authorization by the Insured, all benefits will be paid to the Provider providing the services or supplies.

PROVIDER-PATIENT RELATIONSHIP. The Insured may choose any Provider who is licensed by the law of the state in which treatment is provided within the scope of their license. We will in no way disturb the provider-patient relationship.

LEGAL PROCEEDINGS. No legal action can be brought against us until 60 days after the Insured sends us the required proof of loss. No legal action against us can start more than five years after proof of loss is required.

WORKER'S COMPENSATION. The coverage provided under the Policy is not a substitute for coverage under a workmen's compensation or state disability income benefit law and does not relieve the Policyholder of any obligation to provide such coverage.

GENERAL PROVISIONS (CONTINUED)

CONFORMITY WITH LAW. Any policy provision that conflicts with the laws of the state in which the policy is issued, when the policy is issued, is automatically changed to meet the minimum requirements of those laws.

ENTIRE CONTRACT. The policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the policy when issued. All statements made by the Policyholder or an Insured will, in the absence of fraud, be considered representations and not warranties. No statement made to obtain insurance will be used to avoid the master policy or reduce the benefits of this policy unless it is in a written application signed by the Policyholder or Insured. A copy of this must have been given to the Policyholder or Insured.

No change in this policy will be valid unless approved in writing by one of our officers and given to the Policyholder for attachment to the policy. No agent has the authority to change this policy or waive any of its provisions. Any change in this policy will be valid even though an Insured may not have agreed to it.

INSURANCE DATA. The Policyholder will furnish, at our request, data necessary to administer this policy. The data will include, but not be limited to data:

- i. necessary to calculate premiums;
- ii. necessary to determine a person's effective date or termination date of insurance;
- iii. necessary to determine the proper coverage level of insurance.

We shall have the right to inspect any of the Policyholder's records we find necessary to properly administer this policy. Any inspections will be at a time and place convenient to the Policyholder.

We will not refuse to insure a person who is eligible to be insured just because the Policyholder fails or errs in giving us the data necessary to include that person for coverage. An Insured's insurance will not stay in force nor an amount of insurance be continued after the termination date, according to the Conditions for Insurance, because the Policyholder fails or errors in giving us the necessary data concerning an Insured's termination.

CERTIFICATES. We will issue certificates to the Policyholder showing the coverage under the policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the policy, the terms stated in the policy will govern.

PARTICIPATION REQUIREMENTS. There are two requirements that must be met in order for the policy to be placed in force, and to remain in force:

- a. a certain percentage of all Members qualified for insurance must be insured at all times; and
- b. a certain number of Insureds must be insured at all times.

The Participation Requirements are as follows:

Percentage of Members-	60%
Number of Members-	10

TERMINATION OF THE POLICY. The Policyholder may terminate this policy as of any Premium Due Date by giving us written notice before that date.

We may terminate this policy on the earlier of:

1. any Premium Due Date if the participation of Insureds and/or Dependents does not meet the requirements in "Conditions For Insurance." Written notice of termination of insurance must be given to the Policyholder at least 60 days before the date of termination.
2. any Premium Due Date on or after the first policy year, for reasons other than lack of participation. Written notice of termination of insurance must be given to the Policyholder at least 60 days before the date of termination.

If any premium is not paid when due, this policy will automatically be terminated as of the Premium Due Date, except as stated below.

GRACE PERIOD. This policy has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force. If the Policyholder has not sent us a written request to terminate the policy and a premium is not paid by the end of the grace period, the policy will terminate at the end of the grace period. If the Policyholder gives us written notice of termination before the Premium Due Date, the policy will be terminated as of the date requested. The Policyholder will be liable for any unpaid premium for the time this policy was in force, including the grace period.

CONSIDERATION. This policy is issued to the Policyholder in consideration of the application and the payment of premiums specified in this policy.

TERMS AND CONDITIONS. Payment of any benefit under this policy is subject to the definitions and all other terms of this policy pertinent to the benefit.



A STOCK COMPANY
LINCOLN, NEBRASKA

PREFERRED PROVIDER GROUP EYE CARE INSURANCE POLICY

The Policyholder **AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC (SAHG)**
dba AMERICAN SENIORS ASSOCIATION (ASA)

Policy Number **10-16504**

State of Delivery **Georgia** **Plan Effective Date** **August 1, 2006**

Premium Due Date 1st of each month. **Renewal Date** **October 1, 2010**

Ameritas Life Insurance Corp. agrees to pay, with respect to each Insured Person, the group insurance benefits provided in this policy.

This policy is issued to the Policyholder in consideration of the Policyholder's application and the payment of premiums, as provided herein.

This policy is delivered in and governed by the laws of the state of Georgia.

IMPORTANT NOTICE

Eye Care benefits include a Preferred Provider Option. An Insured person has the freedom of choice to receive treatment from any Provider. Reimbursement for all eye care services, including treatment for emergencies, to a Non-Preferred Provider will be equal to or greater than reimbursement to a Preferred Provider. The Insured should verify with their provider if they are a Preferred Provider. The Insured may be responsible for additional charges if services are provided by a Non-Preferred Provider.

AMERITAS LIFE INSURANCE CORP.

Corporate Secretary

President

Specimen

IMPORTANT INFORMATION TO INSUREDS

We are here to serve you . . .

You have the right to receive medically appropriate care in a timely and convenient manner and to be an active participant in any decision making regarding treatment, care and services provided to you or one of your family members who are covered under this plan.

In order to provide you the best possible service, it is important that you provide any necessary information to your provider that will facilitate effective medical care and that you cooperate with your provider(s) by keeping appointments and following recommended treatment.

Please review your certificate of coverage carefully so that you fully understand the benefits provided. If you have a question about your policy or if you need assistance with a problem, you should first contact your insurance agent or us at the address shown below.

If you have a grievance or complaint regarding:

- (a) the availability, delivery, or quality of eye care plan services;
- (b) benefits or claims payment, handling, or reimbursement for eye care services

You may document your concerns in writing and forward your written documentation to the following:

Name:	Quality Control
Address:	P.O. Box 82657 Lincoln, NE 68501-2657
Phone:	877-897-4328
Fax:	402-309-2579

The complaint will be reviewed by an internal panel consisting of employees other than those responsible for the initial decision. If all necessary information is received, the review shall be completed within ten (10) business days following the receipt of the complaint.

If we continue to agree that the covered service or claim for a covered service should have been denied, the complainant will receive a written notice of that decision. The complainant will also receive a notice of their right to appeal the decision to the Georgia Insurance Department.

If we agree that the covered service should have been provided, or that the claim should have been paid, we will authorize the service or pay the claim.

TABLE OF CONTENTS

Name of Provision	Page Number
Schedule of Benefits	Begins on 9040
Benefit Information, including Deductibles, Coinsurance, & Maximums	
Premiums	9050
Definitions	
Dependent	9060
Conditions for Insurance	9070
Eligibility	
Eligibility Period	
Elimination Period	
Contribution Requirement	
Effective Date	
Termination Date	
Eye Care Expense Benefits	9270
General Provisions	9310
Claim Forms	
Proof of Loss	
Payment of Benefits	
General Provisions Continued	9323
Participation Requirements	
Termination of Policy	
Grace Period	

**SCHEDULE OF BENEFITS
OUTLINE OF COVERAGE**

The Insurance for each Insured and each Insured Dependent will be based on the Insured's class shown in this Schedule of Benefits.

Benefit Class

Class Description

Class 1

All Eligible Members

EYE CARE EXPENSE BENEFITS

When you select a Preferred Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

Deductible Amount:

Exams - Each Benefit Period	\$25
Frames and Lenses - Each Benefit Period	\$25

*Please refer to the **EYE CARE EXPENSE BENEFITS** page for details regarding frequency, limitations, and exclusions.*

PREMIUMS

TABLE OF MONTHLY PREMIUM RATES

Eye Care Insurance	\$0.00 per Insured Person
	\$0.00 One Dependent Only
	\$0.00 Two or More Dependents

PAYMENT OF PREMIUMS. The first premium will be due on the Policy Effective Date to cover the period from that date to the first Premium Due Date. Other premiums will be due on or before each Premium Due Date. Premiums are payable at our Home Office or at some other location to which we and the Policyholder agree.

PREMIUM DUE DATE. The Premium Due Date will be the first day of the month that falls on or after the Policy Effective Date. If we agree with the Policyholder to the payment of premiums on a basis other than monthly, the Premium Due Date will be fixed to match the correct basis. If there is a change in the method of payment or Premium Due Date, a pro-rata charge in the premium due will be made.

PREMIUM STATEMENTS. The premium due as of any Premium Due Date is the number of units in force on such date for each type of insurance multiplied by the rate shown in the Table of Premium Rates. A premium statement will be made as of the Premium Due Date showing the premium payable. If premiums are payable on other than a monthly basis, each statement will show any pro-rata premium charges and credits in the last premium period due to changes in the number of Insureds and in the amount of insurance for which people are insured. This is subject to the rules below.

SIMPLIFIED ACCOUNTING. The premium will start on the Premium Due Date falling on or after the date the insurance or the increase in the insurance is effective for: a) a person becoming insured; or b) an increase in the amount of insurance on any person. The premium will stop on the Premium Due Date falling on or after the date of termination of insurance or through the date of service of the last paid claim. There will be no pro-rata charges or credits for a partial month. If premiums are payable other than monthly, charges and credits will be figured as though the Premium Due Date is monthly.

We will be liable for the return of unearned premiums to the Policyholder only for the 12 months before the date we receive evidence that a return is due.

ADJUSTMENTS IN PREMIUM RATES. We may change the rates shown in the Table of Premium Rates by giving the Policyholder at least 60 days advance written notice. We may change the rates at any time the Schedule of Benefits, or any other terms and conditions of the policy, are changed. We will not change the rates until the Renewal Date shown on the policy cover or more than once in any 12 month period thereafter, unless there is a change in the Schedule of Benefits or a change in any other terms and conditions in the policy.

Notwithstanding the above, the Company reserves the right to change any one or more of the rates prior to the Renewal Date or more than once in any 12 month period thereafter upon the occurrence of one or both of the following:

1. We determine that the average number of dependent children for each Insured with Dependent coverage exceeds 4.0; and/or

2. We determine that the number of Insureds is less than 80% of the number of Insureds covered under the Policy as of either (i) the Plan Effective Date, if during the period of time between the Plan Effective Date and the Renewal Date, or (ii) the most recent 12 month anniversary of the Renewal Date.

Should either or both of the above occur and should we elect to change rates as a result, we agree to notify the Policyholder of the corresponding rate changes at least 60 days in advance of the Premium Due Date for which the rate change shall be effective. The right to change rates as well as the timing of such changes in the above two limited situations shall at all times be subject to applicable state laws and regulations.

RENEWAL DATE refers to the date each calendar year that the coverage issued under the group policy is considered for renewal. The Renewal Date(s) are shown on the policy cover.

DEFINITIONS

COMPANY refers to Ameritas Life Insurance Corp. The words "we", "us" and "our" refer to Company. Our Home Office address is 5900 "O" Street, Lincoln, Nebraska 68510.

POLICYHOLDER refers to the Policyholder stated on the face page of the policy.

INSURED refers to a person:

- a. who is a Member of the eligible class; and
- b. who has qualified for insurance by completing the eligibility period, if any; and
- c. for whom the insurance has become effective.

CHILD. Child refers to the child of the Insured or a child of the Insured's spouse, if they otherwise meet the definition of Dependent.

FULL-TIME STUDENT. A full-time student means that the child remains a dependent of the Insured or the Insured's spouse, has been enrolled for five calendar months or more as a full-time student at a post secondary institution of higher learning or, if not so enrolled, would have been eligible to be so enrolled and was prevented from being so enrolled due to illness or injury.

DEPENDENT refers to:

- a. an Insured's spouse.
- b. each unmarried child less than 19 years of age which is considered the "limiting age", for whom the Insured or the Insured's spouse, is legally responsible, to include:
 - i. natural born children;
 - ii. adopted children, eligible from the date of placement for adoption;
 - iii. children covered under a Qualified Medical Child Support Order as defined by applicable Federal and State laws.
- c. each unmarried child age 19 up to and including age 25 who is a full-time student.
- d. each unmarried child age 19 or older who:
 - i. is Totally Disabled as defined below; and
 - ii. becomes Totally Disabled while insured as a dependent under b. or c. above.

Coverage of such child will not cease if proof of dependency and disability is given within 31 days of attaining the limiting age and subsequently as may be required by us but not more frequently than annually after the initial two-year period following the child's attaining the limiting age. Any costs for providing continuing proof will be at our expense.

TOTAL DISABILITY describes the Insured's Dependent as:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon the Insured for support and maintenance.

DEPENDENT UNIT refers to all of the people who are insured as the dependents of any one Insured.

PROVIDER refers to any person who is licensed by the law of the state in which treatment is provided within the scope of the license.

PLAN EFFECTIVE DATE refers to the date coverage under the policy becomes effective. The Plan Effective Date for the Policyholder is shown on the policy cover. The effective date of coverage for an Insured is shown in the Policyholder's records.

All insurance will begin at 12:01 A.M. on the Effective Date. It will end after 11:59 P.M. on the Termination Date. All times are stated as Standard Time of the residence of the Insured.

PLAN CHANGE EFFECTIVE DATE refers to the date that the policy provisions originally issued to the Policyholder change as requested by the Policyholder. The Plan Change Effective date for the Policyholder will be shown on the policy cover, if the Policyholder has requested a change. The plan change effective date for an Insured is shown in the Policyholder's records or on the cover of the certificate.

CONDITIONS FOR INSURANCE COVERAGE

ELIGIBILITY

ELIGIBLE CLASS FOR MEMBERS. The members of the eligible class(es) are shown on the Schedule of Benefits. Each member of the eligible class (referred to as "Member") will qualify for such insurance on the day he or she completes the required eligibility period, if any. Members choosing to elect coverage will hereinafter be referred to as "Insured."

If employment is the basis for membership, a member of the Eligible Class for Insurance is any all eligible members working at least 20 hours per week. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

If a husband and wife are both Members and if either of them insures their dependent children, then the husband or wife, whoever elects, will be considered the dependent of the other. As a dependent, the person will not be considered a Member of the Eligible Class, but will be eligible for insurance as a dependent.

ELIGIBLE CLASS FOR DEPENDENT INSURANCE. Each Member of the eligible class(es) for dependent coverage is eligible for the Dependent Insurance under the policy and will qualify for this Dependent Insurance on the first of the month falling on or first following the latest of:

1. the day he or she qualifies for coverage as a Member;
2. the day he or she first becomes a Member; or
3. the day he or she first has a dependent.

COVERAGE FOR NEWBORN AND ADOPTED CHILDREN. A newborn child will be covered from the date of birth. An adopted child, foster child and other child in court-ordered custody will be covered from the date of placement in the Insured's residence. A newborn adopted child will be covered from the date of birth.

Coverage for a newborn child or a child placed for adoption shall consist of coverage for covered dental expenses, subject to applicable deductibles, coinsurance percentages, maximums and limitations, resulting from care or treatment of congenital defects, birth abnormalities, including cleft lip and cleft palate and premature birth.

The Insured must give us written notice within 31 days of the date of birth or placement of a dependent child to start coverage. We will charge the applicable additional premium from the date of birth or placement for an adopted child.

A Member must be an Insured to also insure his or her dependents.

If employment is the basis for membership, a member of the Eligible Class for Dependent Insurance is any all eligible members working at least 20 hours per week and has eligible dependents. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

Any husband or wife who elects to be a dependent rather than a member of the Eligible Class for Personal Insurance, as explained above, is not a member of the Eligible Class for Dependent Insurance.

When a member of the Eligible Class for Dependent Insurance dies and, if at the date of death, has dependents insured, the Policyholder has the option of offering the dependents of the deceased member continued coverage. If elected by the Policyholder and the affected dependents, the name of such deceased member will continue to be listed as a member of the Eligible Class for Dependent Insurance.

CONTRIBUTION REQUIREMENTS. Member Insurance: An Insured is required to contribute to the payment of his or her insurance premiums.

Dependent Insurance: An Insured is required to contribute to the payment of insurance premiums for his or her dependents.

ELIGIBILITY PERIOD. For Members on the Plan Effective Date of the policy, qualification will occur on the first of the month falling on or first following the date of membership.

For persons who become Members after the Plan Effective Date of the policy, qualification will occur on the first of the month falling on or first following the date of membership.

If employment is the basis for membership in the Eligible Class for Members, an Insured whose eligibility terminates and is established again, may or may not have to complete a new eligibility period before he or she can again qualify for insurance.

EFFECTIVE DATE. Each Member has the option of being insured and insuring his or her Dependents. To elect coverage, he or she must agree in writing to contribute to the payment of the insurance premiums. The Effective Date for each Member and his or her Dependents, will be the first of the month falling on or first following:

1. the date on which the Member qualifies for insurance, if we receive the signed enrollment form on or before that date.
2. the date on which the Member agrees to contribute, if that date is within 31 days after the date he or she qualifies for insurance and we received the signed enrollment form on or before that date.

EXCEPTIONS. If employment is the basis for membership, a Member must be in active service on the date the insurance, or any increase in insurance, is to take effect. If not, the insurance will not take effect until the day he or she returns to active service. Active service refers to the performance in the customary manner by an employee of all the regular duties of his or her employment with his or her employer on a full time basis at one of the employer's business establishments or at some location to which the employer's business requires the employee to travel.

A Member will be in active service on any regular non-working day if he or she is not totally disabled on that day and if he or she was in active service on the regular working day before that day.

If membership is by reason other than employment, a Member must not be totally disabled on the date the insurance, or any increase in insurance, is to take effect. The insurance will not take effect until the day after he or she ceases to be totally disabled.

TERMINATION DATES

INSUREDS. The Insured may terminate coverage upon written notice to the Policyholder. The insurance for any Insured, will automatically terminate on the **earliest of:**

1. the date the Insured ceases to be a Member;
2. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
3. the date the policy is terminated.

DEPENDENTS. The insurance for all of an Insured's dependents will automatically terminate on the **earliest of:**

1. the date on which the Insured's coverage terminates;
2. the date on which the Insured ceases to be a Member;
3. the last day of the period for which the Insured has contributed, if required, to the payment of insurance

- premiums; or
4. the date all Dependent Insurance under the policy is terminated.

The insurance for any Dependent will automatically terminate on the day before the date on which the dependent no longer meets the definition of a dependent. See "Definitions."

CONTINUATION OF COVERAGE. If coverage ceases according to TERMINATION DATE, some or all of the insurance coverages may be continued. Contact your plan administrator for details.

EYE CARE EXPENSE BENEFITS

If an Insured has Covered Expenses under this section, we pay benefits as described. The Insured may use a Preferred Provider or a Non-Preferred Provider. The Insured has the freedom to choose any provider.

AMOUNT PAYABLE

The Amount Payable for Covered Expenses is the lesser of:

- A. the provider's charge, or
- B. the Maximum Covered Expense for such services or supplies. This is shown in the Schedule of Eye Care Services for Preferred and Non-Preferred Providers.

DEDUCTIBLE AMOUNT

The Deductible Amount is on the Schedule of Benefits. It is an amount of Covered Expenses for which no benefits are payable. It applies separately to each Insured. Benefits are paid only for those Covered Expenses that are over the Deductible Amount.

PREFERRED AND NON-PREFERRED PROVIDERS

A Preferred Provider agrees to provide services and supplies to the Insured at a discounted fee. A Non-Preferred Provider is any other provider.

COVERED EXPENSES

Covered expenses are the eye care expenses incurred by an Insured for services or supplies. We pay up to the Maximum Covered Expense shown in the Schedule of Eye Care Services.

EYE CARE SUPPLIES

Eye care supplies are all services listed on the Schedule of Eye Care Services. They exclude services related to Eye Care Exams.

REQUEST FOR SERVICES

When requesting services, the Insured must advise the Preferred Provider's office that he or she has coverage under this network plan. If the Insured receives services from a Preferred Provider without this notification, the benefits are limited to those for a Non-Preferred Provider.

ASSIGNMENT OF BENEFITS

We pay benefits to the Preferred Provider for services and supplies performed or furnished by them. When a Non-Preferred Provider performs services, we pay benefits to the Insured or as assigned to the Non-Preferred Provider.

EXTENSION OF BENEFITS

We will extend benefits for eye care supplies if this policy terminates. To be eligible for an extension, the supply must be prescribed prior to the termination of the policy and must be received within six months after the policy terminates.

EXPENSES INCURRED

An expense is incurred at the time a service is rendered or a supply item furnished.

LIMITATIONS

This plan has the following limitations.

- 1) This plan does not cover more than one Eye Exam in any 12-month period.
- 2) This plan does not cover more than one pair of Lenses in any 12-month period.
- 3) This plan does not cover more than one set of Frames in any 24-month period.
- 4) This plan does not cover Elective Contact Lenses more than once in any 12-month period. Contact Lenses and associated expenses are in lieu of any other Lenses or Frame benefit.
- 5) This plan does not cover Medically Necessary Contact Lenses more than once in any 12-month period. The treating provider determines if an Insured meets the coverage criteria for this benefit. This benefit is in lieu of Elective Contact Lenses.
- 6) This plan does not cover any procedure to change the shape of the cornea in order to reduce Myopia.
- 7) This plan does not cover the refitting of Contact Lenses after the initial 90-day fitting period.
- 8) This plan does not cover artistically painted Contact Lenses.
- 9) This plan does not cover additional office visits associated with contact lens pathology.
- 10) This plan does not cover contact lens modification, polishing or cleaning.
- 11) This plan does not cover Orthoptics or vision training and any associated testing.
- 12) This plan does not cover Plano Lenses.
- 13) This plan does not cover two pairs of glasses in lieu of Bifocals.
- 14) This plan does not cover replacement of Lenses and Frames that are lost or broken outside of the normal coverage intervals.
- 15) This plan does not cover medical or surgical treatment of the eyes.
- 16) This plan does not cover services for claims filed more than 180 days after completion of the service. An exception is if the Insured shows it was not possible to submit the proof of loss within this period.
- 17) This plan does not cover the following materials over and above the Covered Expense for the basic material: blended lenses, oversized lenses, and photochromic or tinted lenses except pink #1 and #2.
- 18) This plan does not cover the coating or laminating of the lens or lenses.
- 19) This plan does not cover corrective vision treatments that are experimental.
- 20) This plan does not cover Corneal Refractive Therapy (CRT).
- 21) This plan does not cover costs for services and/or materials that exceed the Maximum Covered Expense.
- 22) This plan does not cover services or materials that are cosmetic.

23) This plan does not cover any procedure not listed on the Schedule of Eye Care Services.

SCHEDULE OF EYE CARE SERVICES

The following is a complete list of eye care services for benefits payable under this section. No benefits are payable for a service not listed.

<i>SERVICE</i>	<i>PLAN MAXIMUM COVERED EXPENSE</i>	
	<i>Preferred Provider</i>	<i>Non-Preferred Provider</i>
Eye Exam	Covered in Full	Up to \$ 52.00
<i>(All lenses are per pair)</i>		
Single Vision Lenses	Covered in Full	Up to \$ 55.00
Lined Bifocal Lenses	Covered in Full	Up to \$ 75.00
Lined Trifocal Lenses	Covered in Full	Up to \$ 95.00
Lenticular Lenses	Covered in Full	Up to \$125.00
Frame	Up to \$120.00	Up to \$ 45.00
Contact Lenses*		
Elective	Up to \$105.00	Up to \$105.00
Medically Necessary	Covered in Full	Up to \$210.00

An Insured can receive professional services for treatment of severe visual problems. A treating provider may prescribe Low Vision treatment. This treatment is for problems that are not correctable with regular lenses. The treating provider determines if the Insured meets the criterion for coverage of this benefit.

*The contact lenses allowance applies to the contact lens exam and lenses.

GENERAL PROVISIONS

NOTICE OF CLAIM. Written notice of a claim must be given to us within 30 days after the incurred date of the services provided for which benefits are payable.

Notice must be given to us at our Home Office, or to one of our agents. Notice should include the Policyholder's name, Insured's name, and policy number. If it was not reasonably possible to give written notice within the 30 day period stated above, we will not reduce or deny a claim for this reason if notice is filed as soon as is reasonably possible.

CLAIM FORMS. When we receive the notice of a claim, we will send the claimant forms for filing proof of loss. If these forms are not furnished within 10 days after the giving of such notice, the claimant will meet our proof of loss requirements by giving us a written statement of the nature and extent of loss within the time limit for filing proofs of loss.

PROOF OF LOSS. Written proof of loss must be given to us within 90 days after the incurred date of the services provided for which benefits are payable. If it is not reasonably possible to give written proof within the 90-day period, we will not reduce or deny a claim for this reason.

TIME OF PAYMENT. We will pay all benefits within 15 working days of when we receive all information necessary to pay the claim. If a claim cannot be paid within 15 working days of receipt, we will notify you within that 15-day period providing you with a list of information necessary for us to pay the claim. Upon receipt of the additional information, we will have an additional 15 working days within which to process the claim and either make payment or notify the claimant of the denial. We will pay interest at the rate of eighteen percent per year on benefits for valid claims not paid within the time periods noted above until the claim is settled.

PAYMENT OF BENEFITS. Upon written authorization by the Insured, all benefits will be paid to the Provider providing the services or supplies.

PROVIDER-PATIENT RELATIONSHIP. The Insured may choose any Provider who is licensed by the law of the state in which treatment is provided within the scope of their license. We will in no way disturb the provider-patient relationship.

LEGAL PROCEEDINGS. No legal action can be brought against us until 60 days after the Insured sends us the required proof of loss. No legal action against us can start more than five years after proof of loss is required.

WORKER'S COMPENSATION. The coverage provided under the Policy is not a substitute for coverage under a workmen's compensation or state disability income benefit law and does not relieve the Policyholder of any obligation to provide such coverage.

GENERAL PROVISIONS (CONTINUED)

CONFORMITY WITH LAW. Any policy provision that conflicts with the laws of the state in which the policy is issued, when the policy is issued, is automatically changed to meet the minimum requirements of those laws.

ENTIRE CONTRACT. The policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the policy when issued. All statements made by the Policyholder or an Insured will, in the absence of fraud, be considered representations and not warranties. No statement made to obtain insurance will be used to avoid the master policy or reduce the benefits of this policy unless it is in a written application signed by the Policyholder or Insured. A copy of this must have been given to the Policyholder or Insured.

No change in this policy will be valid unless approved in writing by one of our officers and given to the Policyholder for attachment to the policy. No agent has the authority to change this policy or waive any of its provisions. Any change in this policy will be valid even though an Insured may not have agreed to it.

INSURANCE DATA. The Policyholder will furnish, at our request, data necessary to administer this policy. The data will include, but not be limited to data:

- i. necessary to calculate premiums;
- ii. necessary to determine a person's effective date or termination date of insurance;
- iii. necessary to determine the proper coverage level of insurance.

We shall have the right to inspect any of the Policyholder's records we find necessary to properly administer this policy. Any inspections will be at a time and place convenient to the Policyholder.

We will not refuse to insure a person who is eligible to be insured just because the Policyholder fails or errs in giving us the data necessary to include that person for coverage. An Insured's insurance will not stay in force nor an amount of insurance be continued after the termination date, according to the Conditions for Insurance, because the Policyholder fails or errors in giving us the necessary data concerning an Insured's termination.

CERTIFICATES. We will issue certificates to the Policyholder showing the coverage under the policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the policy, the terms stated in the policy will govern.

PARTICIPATION REQUIREMENTS. There are two requirements that must be met in order for the policy to be placed in force, and to remain in force:

- a. a certain percentage of all Members qualified for insurance must be insured at all times; and
- b. a certain number of Insureds must be insured at all times.

The Participation Requirements are as follows:

Percentage of Members-	60%
Number of Members-	10

TERMINATION OF THE POLICY. The Policyholder may terminate this policy as of any Premium Due Date by giving us written notice before that date.

We may terminate this policy on the earlier of:

1. any Premium Due Date if the participation of Insureds and/or Dependents does not meet the requirements in "Conditions For Insurance." Written notice of termination of insurance must be given to the Policyholder at least 60 days before the date of termination.
2. any Premium Due Date on or after the first policy year, for reasons other than lack of participation. Written notice of termination of insurance must be given to the Policyholder at least 60 days before the date of termination.

If any premium is not paid when due, this policy will automatically be terminated as of the Premium Due Date, except as stated below.

GRACE PERIOD. This policy has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force. If the Policyholder has not sent us a written request to terminate the policy and a premium is not paid by the end of the grace period, the policy will terminate at the end of the grace period. If the Policyholder gives us written notice of termination before the Premium Due Date, the policy will be terminated as of the date requested. The Policyholder will be liable for any unpaid premium for the time this policy was in force, including the grace period.

CONSIDERATION. This policy is issued to the Policyholder in consideration of the application and the payment of premiums specified in this policy.

TERMS AND CONDITIONS. Payment of any benefit under this policy is subject to the definitions and all other terms of this policy pertinent to the benefit.

[Join Now](#)[Contact Us](#)[Members](#)[Home](#)[Store](#)[About Us](#)[Benefits](#)[Resources](#)[Community](#)[Media](#)[FAQ](#)[Join Now](#)

Search

Search ASA site...

[Benefits](#)

The Liberty Mutual logo, featuring a blue shield with a white star and the words "Liberty Mutual" in a blue, serif font.

You could save up to \$327.96/yr.
on auto & home insurance.

You can **QUOTE US** on that!

A photograph of a woman with dark hair, wearing a black top, sitting at a desk and looking at a computer screen.

[Home](#) [About Us](#)

About Us

[Click here](#) to learn about ASA's history.

Where does ASA stand on key issues? [Click here](#) to learn about ASA's 4 Pillars.

Known nationally as *"the conservative alternative to the AARP,"* the American Seniors Association works hard to fulfill its mission to provide seniors with the choices, information, and services they need to live healthier, wealthier lives.

Our members' dignity and security matter most to us, and that's why thousands of Americans every year turn to the American Seniors Association for the help they need.

We offer our members better choices to help with:

- Medicare
- Insurance
- Prescription Discounts
- Travel Services
- Auto Club
- Information on Where to Find the Facts

We are driven by a uniquely American philosophy that starts with the understanding that government doesn't tax and regulate "things." It

Newsk

Ema

For

taxes and regulates "people." Individuals like you and me. That's why we treat every member as an individual, with a different story and different priorities, freely united as individuals to provide each other with better values in the services we want and need.

At American Seniors Association, we don't just take the government's side like some other associations. We are not some big liberal bureaucracy here to try to scare you into going along with Big Government all the time or telling you what to think. Instead...

- We'll offer you real, useful information so you can make up your own mind.
- We'll ask: What do you think?
- And, we'll take your side.

And instead of pretending to speak for you on every issue, we'll help provide you with the information and the tools you need to speak for yourself.

Like we said, we're different. And we're working for people just like you.



Follow Us



Bookmark Us

Smart BookMarker

If you're tired of having some association you've never met claiming to speak for you in Washington DC, then the American Seniors Association is a perfect new home for you.

If you're tired of your opinion being taken for granted and your intelligence being insulted, then join the growing membership of the American Seniors Association.

You aren't like everyone else. Neither are we.

A one-year membership with the American Seniors Association is only \$15. And, we'll be happy to add your spouse to your membership absolutely free. If you are an American Senior who believes in individual liberty, and is looking for a different sort of association, we

hope you'll choose the American Seniors Association. We want to work for you.

[CLICK HERE TO JOIN](#)

[Privacy Policy](#)

American Seniors Association is a publicly traded company and can be found on the stock exchange under the stock symbol AMSA.

Copyright © 2011 American Seniors Association. All Rights Reserved


[Join Now](#) [Contact Us](#) [Members /](#)
[Home](#)[Store](#)[About Us](#)[Benefits](#)[Resources](#)[Community](#)[Media](#)[FAQ](#)[Join Now](#)

Search

Search ASA site...

Search

Follow Us



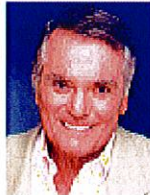
facebook

You could save up to \$327.96/yr. on auto & home insurance.

You can **QUOTE US** on that!

Home

History



Hi there. Like many of you, I have been leading an active, rewarding life after a wonderful career. And like you, I sometimes wondered why there didn't seem to be much of a choice for Seniors looking to join an association to meet their needs as an individual, and reflected their concerns for themselves, their families, and for America.

That's why in 2005, I joined with retired business executive Jerry Barton and some of the most talented folks in a wide array of backgrounds and careers to establish the American Seniors Association.

When we first started, we called ourselves NASCON's, the National Association of Senior Concerns. But with a new influx of services and an invigorated new mission to become the model seniors' association for the new millennium, we changed our name to the American Seniors Association.

A little background. Throughout my life I've been fortunate to have financial cushions to fall back on. As I grew older these became even more critical. However, some of my colleagues in the entertainment industry haven't been as fortunate. They depend on programs such as Medicare and Social Security as their only lifeline. And they are obviously not alone.

Newsk

Ema

Joi

For

The American Seniors Association has grown tremendously in the past two years, and now offers an extremely competitive benefit package when compared to that of the American Association of Retired Persons (AARP). Plus, unlike the AARP, we don't advocate for every liberal big-government program and tax increase that comes along. We want to represent your values to government. We don't want to represent government's values to you. That's a difference we are proud of.

We are all proud of what we have built for American Seniors. We hope you agree.

Won't you join the American Seniors Association today?

Peter Marshall, longtime Broadway, film and television entertainer, hosted the popular TV game show Hollywood Squares for almost 20 years. He is the honorary chairman of the ASA.

Privacy Policy

American Seniors Association is a publicly traded company and can be found on the stock exchange under the stock symbol AMSA.

Copyright © 2011 American Seniors Association. All Rights Reserved


[Join Now](#) [Contact Us](#) [Members /](#)
[Home](#) | [Store](#) | [About Us](#) | [Benefits](#) | [Resources](#) | [Community](#) | [Media](#) | [FAQ](#) | [Join Now](#) |  [St](#)

Search

Search ASA site...

Search

Follow Us



facebook



You could save up to \$327.96/yr. on auto & home insurance.

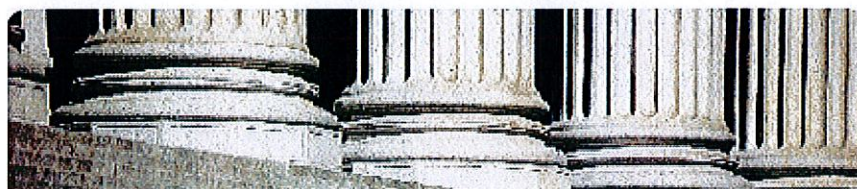
You can **QUOTE US** on that!



Home

ASA's Four Pillars...

Where do we stand on key issues? The following represents the 4 pillars of ASA. These are the issues we are dedicated to attack head on!



1

Medicare Reform:

This most abused and wasteful of all federal programs could be bankrupt before the Social Security System runs dry!

2

Social Security Reform:

Voluntary personal accounts safe from government meddling must be approved providing citizens options and keeping the system solvent.

3

Illegal Aliens:

Lawbreakers do not deserve Social Security payments intended for you and your family who are citizens.

4

Tax Reform:

An easily understood and simplified tax code in the form of the Fair Tax

If you agree with these principles, we hope you'll join thousands of other Americans and become a member of ASA. Our principles transcend age, and we welcome members of all generations.

Privacy Policy

American Seniors Association is a publicly traded company and can be found on the stock exchange under the stock symbol AMSA.

Copyright © 2011 American Seniors Association. All Rights Reserved


[Home](#)
[Store](#)
[About Us](#)
[Benefits](#)
[Resources](#)
[Community](#)
[Media](#)
[FAQ](#)
[Join Now](#)
[Contact Us](#)
[Members /](#)

[Search](#)

[Benefits](#)

You could save up to \$327.96/yr. on auto & home insurance.

You can QUOTE US on that!

[Home](#)
[FAQ](#)
[| Print |](#)
[Newsle](#)
[Email](#)

[For](#)

Frequently Asked Questions

How much are annual dues?

Annual membership fees are \$15 per year, which also includes your spouse.

How old do you have to be to join ASA?

We believe that issues that impact seniors are everyone's concern; therefore, we do not have an age minimum.

Do you get a membership card when you join?

You can print your membership card by logging into the Members Area of our website, www.americanseniors.org, using your assigned username (email address) and password. Your password is assigned to you once you register for membership and should be emailed to you upon registration. You are able to change your password once you log in the Members Area by clicking "Change Password". If you forget your password, click on "Forgot Password" located below the login area, enter your email address, and your password will be emailed to you shortly.

All you need to access your benefits is your ASA membership ID number, which you receive instantly when you join online.

What is the Members Area on the website?

The "Members Area" allows ASA members to update personal information, print membership cards, change passwords, participate in the action blog, as well as renew their membership.

What's my username and password to access the Members Area?

After enrolling in ASA, a confirmation email including your password is sent to the email that you provided. If you lost your password, you can request one by clicking on "Forgot Password" in the Members Area by entering in your email address. A password will be sent to you shortly to confirm your username and password. You

[Follow Us](#)

have the option to change your password at any time by logging into the Members Area.

How can I ensure that receive all web-based communications from ASA?

After signing up with ASA and opting-in to receive our monthly newsletter, please add info@americanseniors.org to your email address book to ensure all emails are delivered to your inbox.

Is a Donation or Contribution to ASA Tax deductible?

The American Seniors Association is not a charity, which excludes any donation from being tax deductible.

Does ASA support our troops?

ASA strongly believes in supporting our military both here and abroad, as well as the countless veterans whose tireless efforts have served to preserve the freedoms that we enjoy today.

Where do you stand on the Second Amendment (Gun control)?

The American Seniors Association is a Constitutionalist organization and we believe in upholding all of the Constitution including the Second Amendment. ASA advocates for the following issues; Social Security Reform, Medicare Reform, Tax Reform by way of the Fair Tax, and keeping citizen benefits out of the hands of Illegal Immigrants.

Do you have a list of benefits?

To learn more about our benefits, click [here](#). Next, click on the specific category that interests you to receive more detailed information.

*Please help us be wise with YOUR money. If you are able, request your information via email as it does not incur a cost.



[Privacy Policy](#)

American Seniors Association is a publicly traded company and can be found on the stock exchange under the stock symbol AMSA.

Copyright © 2011 American Seniors Association. All Rights Reserved


[Join Now](#) [Contact Us](#) [Members /](#)

[Home](#) | [Store](#) | [About Us](#) | [Benefits](#) | [Resources](#) | [Community](#) | [Media](#) | [Suk](#)
[FAQ](#) | [Join Now](#)

Search

Search ASA site...

Follow Us



You could save up to \$327.96/yr. on auto & home insurance.

You can **QUOTE US** on that!

[Home](#) [Join Now](#)

Make Your Voice Count – Join ASA Now!

- ASA has **NO AGE MINIMUM** – people from any generation can join!
- ASA provides a **rich variety of benefits** unavailable anywhere else!
 - Access to low rates for Medicare Supplemental Insurance: Visit any doctor, any hospital, anytime, anywhere in the nation
 - Dental, health and life insurance products
 - Special auto club and travel benefits
 - And more!
 - Discounts on brand-name and generic drugs through our large network of pharmacies!
- **Enroll now for just \$15/year!**



Step 1 of 4

Enrollment Information	
	<input type="radio"/> Mr <input type="radio"/> Mrs <input type="radio"/> Ms <input type="radio"/> Dr
First Name	<input type="text"/> *
Middle Initial	<input type="text"/>
Last Name	<input type="text"/> *
Suffix	None <input type="text"/>
Gender	<input type="radio"/> M <input type="radio"/> F
Date of Birth	January <input type="text"/> 1 <input type="text"/> 1901 <input type="text"/> *

Email Address	<input type="text"/> *
Receive Newsletter?	Yes <input type="checkbox"/>
Spouse Information(Optional)	<input type="button" value="Add Spouse Now"/>
Promo Code:	<input type="text"/>
	<input type="button" value="Next >"/>

[Privacy Policy](#)

American Seniors Association is a publicly traded company and can be found on the stock exchange under the stock symbol AMSA.

Copyright © 2011 American Seniors Association. All Rights Reserved

Dear Drew,

This letter is to inform you that NASCON will now be ASA Services Inc. and we would like to continue our partnership without any changes or interruptions of service to our members. Please note that we will be doing business with a new EIN # which is 20-8733933.

Please let me know if you have any questions or need any further information.

Amy Sollenberger

Vice President

ASA Services Inc.



Company

Solutions

Products

Services

Resources

Clients

N



Corporate Action Workflow

- Identifying & Recording Announcements
- Reporting Announcements

Corporate Action News Report

28-Jan-2010 : <http://www.otcbb.com>

ASF Group, Inc. Announces Completion of Merger With American Seniors Holding Group, Inc.

ASF Group, Inc. Announces Completion of Merger With American Seniors Holding Group, Inc.

ASF Group, Inc. Announces Completion of Merger With American Seniors Holding Group, Inc.

ATLANTA, GA, Jan. 28, 2010 (Marketwire) --

ATLANTA, GA -- (Marketwire) -- 01/28/10 -- ASF Group, Inc. (PINKSHEETS: ASGP) announced today that it had completed the previously announced merger with the American Seniors Association Holding Group, Inc. effective as of today. The merged entity will file a name change to "American Seniors Association Holding Group, Inc.," and a new symbol will be requested for the trading of the stock.

The company also reiterated its intent to divest itself of the food and beverage, and restaurant subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's Inc., as soon as practical.

Jerry Barton, President of the newly combined entities stated, "We are very pleased to have completed this phase of our corporate strategy, and we look forward to announcing further developments in the near future."

About ASF Group, Inc.

ASF Group, Inc. is a holding company that owns, manages and provides consultation for its two wholly-owned subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's Inc.

Kiosk Food Solutions, Inc. licenses portable food and beverage service kiosks under the brand name, "CAFFÉ PORTA VIA" for operation in office and other commercial and government buildings in metropolitan and suburban areas. Its initial licensing is in central Florida.

Eddy Chan's Inc. is a start-up restaurant chain of high quality Chinese take-out and delivery restaurants that will operate initially in the greater Orlando, Florida market.

American Seniors Association Holding Group, Inc. is the parent company of the American Seniors Association, based in Atlanta, Georgia. The American Seniors Association is a membership organization that offers discounted products and services to its members throughout the United States.

Source - OTC Bulletin Board - News and Media (Jan 28, 2010)



[Home](#) | [Store](#) | [About Us](#) | [Benefits](#) | [Resources](#) | [Community](#) | [Media](#) | [FAQ](#) | [Join Now](#)[Join Now](#) | [Contact Us](#) | [Members /](#)

Search

Search ASA site...

[Benefits](#)

The Liberty Mutual logo, featuring a stylized figure of a person holding a torch, with the words "Liberty Mutual" to its right.

You could save up to \$327.96/yr. on auto & home insurance.

A cartoon illustration of a person with dark hair sitting at a desk, looking at a computer monitor. The person is wearing a yellow shirt and is smiling.

You can QUOTE US on that![Home](#) | [Media](#) | [Press Releases](#) | The American Seniors Association Holding Group merges with ASF Group, Inc.

Newsle

Email

For

The American Seniors Association Holding Group merges with ASF Group, Inc.

[| Print |](#)

March 31, 2010 - The American Seniors Association Holding Group is proud to announce that it has merged with ASF Group, Inc., a public company whose stock symbol is ASGP.PK which can be found on the Pink Sheets quotation system (www.pinksheets.com). ASA's President Stuart Barton had the following comment, "By entering the public markets, ASA becomes part of the financial foundation that has supported corporate growth in America for over 100 years and is ingrained in our rich heritage of entrepreneurialism. Through this venture we will be able to pursue previously unavailable funding options to help ASA promote its 'four pillars' philosophy while helping America's seniors improve their quality of life." ASF Group, Inc. is currently in the process of applying for a name change to American Seniors Association Holding Group, Inc. Please visit back frequently for updates on this exciting development.

[Follow Us](#)

July 14, 2010 - 1:43 PM EDT



American Seniors Association Holding Group, Inc. Signs Comprehensive Marketing and Distribution Agreement

ATLANTA, GA, Jul. 14, 2010 (Marketwire) --

ATLANTA, GA -- (Marketwire) -- 07/14/10 -- American Seniors Association Holding Group, Inc. (PINKSHEETS: AMSA) announced today it had signed a comprehensive marketing and distribution agreement on behalf of the American Seniors Association (ASA) with American Marketing Group, Inc. (AMG), a national leader in senior specialty benefits whereby they will be the exclusive specialty insurance provider to ASA current and future members.

"AMG is a perfect fit for the American Seniors Association," stated AMSA President Stuart Barton. "With their experience and expertise in this complicated and often treacherous area we are confident that together we will be able to offer superior products and solutions to our growing member base."

AMG is a national senior marketing company that specializes in serving the needs of older Americans for their Medicare, life, annuities and Long term care needs. They utilize an educational approach to guide seniors to a more comprehensive and complete portfolio of life and health products. AMG utilizes its 80 years of combined experience to partner with the industry's leading Insurance carriers through both controlled and independent agent distribution networks.

To contact AMG please call Jerry Klamer or Will Smallwood at 877-999-2721.

American Seniors Association Holding Group, Inc.

American Seniors Association Holding Group, Inc., based in Atlanta, Georgia, operates under the trade name of the American Seniors Association.

The American Seniors Association is a conservative oriented membership organization that offers discounted products and services to its members throughout the United States. These services and products are offered by national and global partners such as CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz and Penske among others. Please visit americanseniors.org for additional information or to become a member.

The Company also has two wholly-owned subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's Inc., which it has previously announced will be spun off via a share distribution per the merger agreement with ASF Group, Inc.

Contact:
American Seniors Association
800-951-0017
info@americanseniors.org

Source: Marketwire (July 14, 2010 - 1:43 PM EDT)

News by QuoteMedia
www.quotemedia.com




[Join Now](#)
[Contact Us](#)
[Members /](#)
[Home](#)
[Store](#)
[About Us](#)
[Benefits](#)
[Resources](#)
[Community](#)
[Media](#)
[FAQ](#)
[Join Now](#)

[Search](#)

[Benefits](#)

You could save up to \$327.96/yr. on auto & home insurance.

You can [QUOTE US](#) on that!

[Home](#) [Media](#) [Press Releases](#) American Seniors Association Enters Into Strategic Alliance with 60 Plus Association, Inc.

[| Print |](#)

FOR IMMEDIATE RELEASE

American Seniors Association Enters Into Strategic Alliance with 60 Plus Association, Inc.

Atlanta, GA, September 21, 2010 -- American Seniors Association Holding Group, Inc. (AMSA.PK) announced today that it has entered into a strategic alliance with 60 Plus Association, Inc., a 501(c)(4) company based in Alexandria, VA.

The American Seniors Association is blessed to be given the opportunity to enter into an alliance with 60 Plus Association and Jim Martin, Chairman of the seniors advocacy group, as 60 Plus is one of the premier senior organizations in the United States. ASA believes that the combined strength of 60 Plus and Mr. Martin's significant years of experience in Washington, D.C., in alliance with the values of the American Seniors Association, will make for a perfect opportunity that will only bring about great changes among seniors in America.

60 Plus Association was founded in 1992, and is a non-partisan seniors advocacy group that takes a free-enterprise, less government, less taxes approach to senior issues. 60 Plus places saving Social Security, as well as ending the federal estate tax as its top priorities. Finally, as mentioned briefly, 60 Plus Association's leadership consists of Jim Martin, Chairman, Amy Noone-Frederick, President, and Pat Boone, National Spokesman.

The American Seniors Association hopes this alliance will serve as an example for more cooperative and coordinated efforts among conservative organizations in this nation, making the conservative movement stronger and more cohesive. This is coming at a time when solidarity among like-minded, traditional government values-supporting Americans is crucial to the preservation of America.

Please email info@americanseniors.org or call 1-800-951-0017 to speak with an ASA representative about any questions or comments you may have regarding the strategic alliance between the American Seniors Association and 60 Plus Association, Inc.

###

*This release was issued by the American Seniors Association. For additional questions and concerns contact ASA at 3700 Mansell Road, Suite 220, Alpharetta, GA 30022.

[Follow Us](#)

January 13, 2011 - 2:49 PM EST

[PRINT](#)
[EMAIL](#)
[A⁻ SMALL](#)
[A⁺ LARGE](#)
[CHART](#)

American Seniors Association Holding Group, Inc. Announces the Passing of Its Founder and Board Chairman

Jan. 13, 2011 (Marketwire) --

ATLANTA, GA -- (Marketwire) -- 01/13/11 -- American Seniors Association Holding Group, Inc. (PINKSHEETS: AMSA) announced today that its Chairman of the Board Jerry Barton has passed away. Mr. Barton was the founder of the American Seniors Association and its spokesperson until his retirement in 2010.

Mr. Barton had a long and successful career in business serving as both Vice President of Genuine Parts Co. and President and CEO of Belknap Hardware. In 2005 he went on fulfill his dream of senior advocacy by founding the National Association of Senior Concerns and later, the American Seniors Association. Mr. Barton understood and experienced firsthand the issues concerning seniors and the effects of changing legislation and changes in Social Security and Medicare programs. His understanding and experience were driving factors in his founding of ASA and building the organization on a solid foundation of hope and positive reform of the major programs that affect American seniors.

Stuart Barton, AMSA's President and the son of Mr. Barton, said, "My father believed in this cause and worked hard to promote and protect it; he wanted every member of the ASA family to participate in what he felt would ensure a brighter future for American seniors. It is important to continue moving this vision forward as my father would want and to ensure that his legacy lives on through our efforts."

The company is currently considering several candidates to replace Mr. Barton on the Board of Directors.

About American Seniors Association Holding Group, Inc.

American Seniors Association Holding Group, Inc., based in Atlanta, Georgia, operates under the trade name of the American Seniors Association. The American Seniors Association is a conservative oriented membership organization that offers discounted products and services to its members throughout the United States. These services and products are offered by national and global partners such as CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz and Penske among others. Please visit www.americanseniors.org for additional information or to become a member.

Safe Harbor Statement

Certain statements set forth in this press release constitute "forward-looking statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate", "project", "intend", "forecast", "anticipate", "plan", "planning", "expect", "believe", "will likely", "should", "could", "would", "may" or words or expressions of similar meaning. Such statements are not guarantees of future performance and are subject to risks and uncertainties that could cause the company's actual results and financial position to differ materially from those included within the forward-looking statements. Forward-looking statements involve risks and uncertainties, including those relating to the Company's ability to grow its business. Actual results may differ materially from the results predicted and reported results should not be considered as an indication of future performance. The potential risks and uncertainties include, among others, the Company's limited operating history, the limited financial resources, domestic or global economic conditions -- activities of competitors and the presence of new or additional competition and conditions of equity markets.

Contact:
American Seniors Association
800-951-0017
info@americanseniors.org

Source: Marketwire (January 13, 2011 - 2:49 PM EST)

News by QuoteMedia
www.quotemedia.com





Enrollment Form For Dental Insurance Program

Insured by Ameritas Life Insurance Corp.
Administered by HealthPlan Services

Enrollment Form From:
Ameritas Life Insurance Corp.
c/o ASA/HPS
P.O. Box 30474, Tampa, FL 33630-3474

Is this application for: ☐ New Business (first time applicant)

☐ Change to existing policy

Current policy number _____

(Answer ALL questions completely).

CURRENT MEMBER OF ASA ☐

MEMBERSHIP NUMBER _____ (required for all applicants)

SECTION 1: APPLICANT INFORMATION

NAME OF PRIMARY APPLICANT (Last, First, MI)

SOCIAL SECURITY NUMBER

DATE OF BIRTH

☐ MALE

☐ MARRIED ☐ DIVORCED

☐ FEMALE

☐ SINGLE ☐ WIDOWED

PRIMARY APPLICANT'S ADDRESS (P.O. Boxes are not accepted)

CITY

STATE

ZIP CODE

PHONE NUMBER (Work)

PHONE NUMBER (Home)

E-MAIL ADDRESS

SECTION 2: DENTAL PLANS

ARE YOU COVERED FOR DENTAL INSURANCE UNDER ANOTHER PLAN?

APPLICANT ☐ YES ☐ NO

DEPENDENT

☐ YES ☐ NO

REQUESTED EFFECTIVE DATE ____/____/____

SELECT PLAN (Choose 1 of the 3 plans) ☐ PLAN 1 ☐ PLAN 2 ☐ PLAN 3

COVERAGE (Applied for)

☐ APPLICANT ONLY

☐ APPLICANT PLUS ONE DEPENDENT

☐ SPOUSE OR

☐ CHILD

☐ APPLICANT PLUS TWO OR MORE DEPENDENTS

☐ SPOUSE AND/OR

☐ CHILDREN

SECTION 3: BILLING INFORMATION

PAYMENT METHOD

☐ MONTHLY EZ PAY — ONE MONTH PREMIUM REQUIRED (No administration fee) Complete Section 4

☐ MONTHLY BILLING OPTION — ONE MONTH PREMIUM REQUIRED (plus \$3 monthly administration fee)

☐ QUARTERLY BILLING OPTION — THREE MONTHS PREMIUM REQUIRED (plus \$3 quarterly administration fee)

☐ SEMI-ANNUAL BILLING OPTION — SIX MONTHS PREMIUM REQUIRED (plus \$3 semi-annual administration fee)

☐ ANNUAL BILLING OPTION — TWELVE MONTHS PREMIUM REQUIRED (plus \$3 annual administration fee)

TOTAL PAYMENT INCLUDING ADMINISTRATION FEE WITH APPLICATION REQUIRED

Make Check Payable to Ameritas Life Insurance Corp.

SECTION 4: EZ PAY AGREEMENT (Complete only if you selected monthly EZ pay option)**EZ PAY AGREEMENT**


PAYOR NAME OR DEPOSITOR IF DIFFERENT		RELATIONSHIP TO APPLICANT
NAME OF FINANCIAL INSTITUTION		CHECKING/SAVINGS ACCOUNT NUMBER
ADDRESS		
CITY	STATE	ZIP CODE
SPECIFY TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS SIGNATURE: X _____ DATE: / /		

ABA 9 DIGIT ROUTING NUMBER (SEE BELOW OR PLEASE CALL YOUR FINANCIAL INSTITUTION FOR ASSISTANCE)

Ameritas Life Insurance Corp. ("Ameritas") and/or HealthPlan Services, acting as Plan Administrator on behalf of Ameritas, is hereby authorized to present checks drawn on my checking or savings account on the first business day of each month. I understand that premiums already paid will be refunded to me if my Certificate is not issued. I further authorize the bank named to pay and charge to my account those payments that are drawn on my account by Ameritas and/or HealthPlan Services, and I agree that the bank named shall be fully protected in honoring any such payments. The bank's rights and treatment of each payment shall be the same as if it were signed by me. If any such payment is dishonored, whether with or without cause, I understand that the bank shall not be liable whatsoever, even though such dishonor results in a forfeiture of insurance. The authorizations above remain in effect until the bank is notified of termination by me in writing. To terminate coverage, I will also notify HealthPlan Services in writing.

**ATTACH YOUR INITIAL CHECK OR MONEY
ORDER FOR PREMIUM PAYMENT**

AMERITAS LIFE INSURANCE CORP.

Routing Number


EZ PAY PLAN APPLICANTS ONLY

Voided Check

(Deposit Slips are not acceptable)

SECTION 5: CONTRACT**PLEASE SIGN AND DATE**

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim.

■ Note for Florida Residents: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. ■ Note for California Residents: California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage. For group policies issued, amended, delivered or renewed in California, dependent coverage includes individuals who are registered domestic partners and their dependents. ■ Note for Colorado Residents: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. ■ Note for New Jersey Residents: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. ■ Note for Kansas, Nebraska, Oregon and Virginia Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. ■ Note for Pennsylvania Residents: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Note: The master insurance policy providing coverage is governed by the laws of Georgia.

As a member/employee, I hereby apply for insurance. These benefits were explained in the plan's solicitation materials which I have read and understand. I represent that the information I have provided is complete and accurate.

ASA Member Signature X _____ **Date** _____
(required)

Agent Name Gren Fleming **FL License #** _____

Once completed, signed and dated, mail this form along with your premium payment to:**ASA/HPS, P.O. Box 30474, Tampa, FL 33630-3474, Phone: 1-877-473-6031**



American Seniors Association



Ameritas Group Dental & Eye Care Plans

Dental from as low as \$29.96/month!

Stand-alone eye care from \$9.44/month!

Plans are designed exclusively for ASA by Ameritas Group - a division of Ameritas Life Insurance Corp. - and administered by HealthPlan Services.

Apply right over the phone. CALL 877-473-6031.
No personal visits or paperwork required!

To request a sales representative contact you, email sales@healthplan.com or complete an online [contact form](#).

Exceptional Dental Benefits. Choose From 3 Plan Design Options.

To learn more, [click here](#). Residents of MA, NE and NJ, [click here](#).

- Network of 160,000 PPO provider access points for dental care nationwide
- Immediate coverage of major services
- Cleanings covered every 6 months
- Preventive care with NO deductible
- Innovative annual maximum rollover benefit
- Fast claims turnaround
- [Prescription savings](#)

Valuable Eye Care Coverage.

To learn more, [click here](#).

- Money-savings provider network through VSP® Vision Care
- Free annual eye exam
- Coverage for glasses, frames, corrective lenses and more

Contact Us!

Friendly consultative sales assistance is available Monday – Thursday from 8 a.m. to 6 p.m., and Friday from 8 a.m. to 5 p.m. (ET).

*Policies are issued on the first day of the month following the month of application.

Plans are marketed and administered by: **HealthPlan Services**
Gain the advantage.



Enrollment Form For Dental Insurance Program

Insured by Ameritas Life Insurance Corp.
Administered by HealthPlan Services

Enrollment Form From:
Ameritas Life Insurance Corp.
c/o ASA/HPS
P.O. Box 30474, Tampa, FL 33630-3474

Is this application for: ☐ New Business (first time applicant)

☐ Change to existing policy

Current policy number _____

(Answer ALL questions completely).

CURRENT MEMBER OF ASA ☐

MEMBERSHIP NUMBER _____ (required for all applicants)

SECTION 1: APPLICANT INFORMATION

NAME OF PRIMARY APPLICANT (Last, First, MI)

SOCIAL SECURITY NUMBER

DATE OF BIRTH

☐ MALE

☐ MARRIED ☐ DIVORCED

☐ FEMALE

☐ SINGLE ☐ WIDOWED

PRIMARY APPLICANT'S ADDRESS (P.O. Boxes are not accepted)

CITY

STATE

ZIP CODE

PHONE NUMBER (Work)

PHONE NUMBER (Home)

E-MAIL ADDRESS

SECTION 2: DENTAL PLANS

ARE YOU COVERED FOR DENTAL INSURANCE UNDER ANOTHER PLAN?

APPLICANT ☐ YES ☐ NO

DEPENDENT

☐ YES ☐ NO

REQUESTED EFFECTIVE DATE ____ / ____ / ____

SELECT PLAN (Choose 1 of the 3 plans) ☐ PLAN 1 ☐ PLAN 2 ☐ PLAN 3

COVERAGE (Applied for)

☐ APPLICANT ONLY

☐ APPLICANT PLUS ONE DEPENDENT

☐ SPOUSE OR ☐ CHILD

☐ APPLICANT PLUS TWO OR MORE DEPENDENTS

☐ SPOUSE AND/OR ☐ CHILDREN

SECTION 3: BILLING INFORMATION

PAYMENT METHOD

☐ MONTHLY EZ PAY — ONE MONTH PREMIUM REQUIRED (No administration fee) Complete Section 4

☐ MONTHLY BILLING OPTION — ONE MONTH PREMIUM REQUIRED (plus \$3 monthly administration fee)

☐ QUARTERLY BILLING OPTION — THREE MONTHS PREMIUM REQUIRED (plus \$3 quarterly administration fee)

☐ SEMI-ANNUAL BILLING OPTION — SIX MONTHS PREMIUM REQUIRED (plus \$3 semi-annual administration fee)

☐ ANNUAL BILLING OPTION — TWELVE MONTHS PREMIUM REQUIRED (plus \$3 annual administration fee)

TOTAL PAYMENT INCLUDING ADMINISTRATION FEE WITH APPLICATION REQUIRED

Make Check Payable to Ameritas Life Insurance Corp.

SECTION 4: EZ PAY AGREEMENT (Complete only if you selected monthly EZ pay option)**EZ PAY AGREEMENT**

PAYOR NAME OR DEPOSITOR IF DIFFERENT		RELATIONSHIP TO APPLICANT
NAME OF FINANCIAL INSTITUTION		CHECKING/SAVINGS ACCOUNT NUMBER
ADDRESS		
CITY	STATE	ZIP CODE
SPECIFY TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS SIGNATURE: X _____ DATE: / /		

ABA 9 DIGIT ROUTING NUMBER (SEE BELOW OR PLEASE CALL YOUR FINANCIAL INSTITUTION FOR ASSISTANCE)

Ameritas Life Insurance Corp. ("Ameritas") and/or HealthPlan Services, acting as Plan Administrator on behalf of Ameritas, is hereby authorized to present checks drawn on my checking or savings account on the first business day of each month. I understand that premiums already paid will be refunded to me if my Certificate is not issued. I further authorize the bank named to pay and charge to my account those payments that are drawn on my account by Ameritas and/or HealthPlan Services, and I agree that the bank named shall be fully protected in honoring any such payments. The bank's rights and treatment of each payment shall be the same as if it were signed by me. If any such payment is dishonored, whether with or without cause, I understand that the bank shall not be liable whatsoever, even though such dishonor results in a forfeiture of insurance. The authorizations above remain in effect until the bank is notified of termination by me in writing. To terminate coverage, I will also notify HealthPlan Services in writing.

**ATTACH YOUR INITIAL CHECK OR MONEY
ORDER FOR PREMIUM PAYMENT**

AMERITAS LIFE INSURANCE CORP.

Routing Number

EZ PAY PLAN APPLICANTS ONLY

Voided Check

(Deposit Slips are not acceptable)

SECTION 5: CONTRACT**PLEASE SIGN AND DATE**

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim.

■ Note for Florida Residents: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. ■ Note for California Residents: California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage. For group policies issued, amended, delivered or renewed in California, dependent coverage includes individuals who are registered domestic partners and their dependents. ■ Note for Colorado Residents: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. ■ Note for New Jersey Residents: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. ■ Note for Kansas, Nebraska, Oregon and Virginia Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. ■ Note for Pennsylvania Residents: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Note: The master insurance policy providing coverage is governed by the laws of Georgia.

As a member/employee, I hereby apply for insurance. These benefits were explained in the plan's solicitation materials which I have read and understand. I represent that the information I have provided is complete and accurate.

ASA Member Signature X _____ **Date** _____
(required)

Agent Name Gren Fleming **FL License #** _____

Once completed, signed and dated, mail this form along with your premium payment to:**ASA/HPS, P.O. Box 30474, Tampa, FL 33630-3474, Phone: 1-877-473-6031**

[Join Now](#)[Contact Us](#)[Members /](#)[Home](#)[Store](#)[About Us](#)[Benefits](#)[Resources](#)[Community](#)[Media](#)[Subscribe](#)[FAQ](#)[Join Now](#)

Search

Search ASA site...

Follow Us



The Facebook logo, featuring the word "facebook" in a white, lowercase, sans-serif font on a dark blue rectangular background.

The Liberty Mutual logo, featuring a blue shield with a white star and the words "Liberty Mutual" in blue.

You could save up to \$327.96/yr.
on auto & home insurance.

You can **QUOTE US** on that!

A photograph of a woman with dark hair, wearing a black top, sitting at a desk and looking at a computer monitor.

[Home](#)

ASA Member Benefits

Insurance Products

Services include Dental, Health, Travel, and much more.

[Click here to learn more](#)

Auto Club

Roadside Assistance, Warranties and more

[Click here to learn more](#)

Medicare Solutions

Find answers to your questions and product solutions for Medicare Part D Prescription Drug Plan, Medicare Supplemental Insurance and Medicare Advantage Plans.

[Click here to learn more](#)

Identity Theft Protection powered by iSEKURITY

Newsk

Ema

For

The American Seniors Association welcomes iSEKURITY, the only identity protection service that guarantees they will identify the thief through their nationwide network of former federal agents.

[Click here to learn more](#)

Health Screenings provided by Life Line Screening

Our staff of health care professionals use the latest technology to provide hospital-quality preventive screenings. Our board-certified physicians carefully review your results. Then you and your doctor will have the information you need to work together towards improving your health.

[Click here to learn more](#)

ASA Hearing Benefits

Receive FREE annual hearing screenings for you and your immediate family and up to 60% off suggested retail prices for the latest in hearing aid technology.

[Click here to learn more](#)

ASA Merchandise Store

The American Seniors Association is pleased to provide you with an ever-growing inventory of shirts, stickers, mugs, and mousepads to help you spread the conservative message(s) of your choice. From Senior issues like shrinking Medicare and the Death Tax to Anti-

Obama outrage, you're sure to find something to showcase your opinion.

[Click here to learn more](#)

Financial

Credit Card

[Click here to learn more](#)

Mortgages

Traditional Mortgages or Reverse Mortgages

[Click here to learn more.](#)

Funeral and Burial Assistance

Tribute Direct is an organization of caring counselors with the industry expertise to educate and inform during one of life's most difficult times.

[Click here to learn more](#)

Travel

Our members enjoy the benefits of the best vacation center around. Book Flights, Hotels, Vacation packages and you can even rent a car all from one location.

[Click here to learn more](#)

[Join Now](#)[Contact Us](#)[Members /](#)[Home](#)[Store](#)[About Us](#)[Benefits](#)[Resources](#)[Community](#)[Media](#)[FAQ](#)[Join Now](#)

Search

Search ASA site...

Follow Us

[facebook](#)

The Liberty Mutual logo, featuring a blue shield with a white star and the words "Liberty Mutual" in a blue, sans-serif font.

You could save up to \$327.96/yr.
on auto & home insurance.

You can **QUOTE US** on that!

A photograph of a woman with dark hair, wearing a black top, standing next to several cardboard boxes.

[Home](#)

Dental

- [ASA Dental Plan for Nevada, Massachusetts, and New Jersey](#)
- [ASA Dental Plan for all other states](#)

A photograph of an older couple, a man and a woman, smiling and embracing each other.

ASA MEMBER EXCLUSIVE –
Dental insurance for less than \$1/day!

CLICK HERE TO LEARN MORE & ENROLL

A red circular icon with a white play button symbol inside.

[Privacy Policy](#)

American Seniors Association is a publicly traded company and can be found on the stock exchange under the stock symbol AMSA.

Copyright © 2011 American Seniors Association. All Rights Reserved

**Enroll Now
in a Great
Dental Offer!**

Exclusive Offer for



Members

**Hurry Enroll
Today!
1-877-473-6031**

FOR NEVADA, NEW JERSEY AND MASSACHUSETTS RESIDENTS ONLY

ABOUT AMERITAS

Ameritas Group, a division of Ameritas Life Insurance Corp., provides dental and eye care coverage for more than 49,000 employer groups, insuring more than 4 million people nationwide. Founded in 1887, Ameritas Life earns high ratings from independent insurance industry analysis:

- A (Excellent)–A.M. Best Company. For financial strength and operating performance. The third highest of Best's 15 ratings.
- AA- (Very Strong)–Standard & Poor's. For insurer financial strength. The fourth highest of S&P's 21 ratings.

The company's state of the art electronic dental claims system processes over 2.5 million claims each year with a customary turn around time of 5-10 working days, far faster than the industry average.

DENTAL REWARDS®

Only Plan 1 includes the exciting feature of Dental Rewards. This feature rewards insureds who visit the dentist and use only a specified portion of their annual maximum benefit in a year. With its increasing annual maximum feature, each insured employee and dependent earns additional money towards his/her next year's annual maximum.

Annual Maximum for Preventive, Basic and Major Procedures	\$1000
Annual Benefit Threshold (not exceeding this amount)	\$ 500
Annual Carry Over/Reward Towards Next Benefit Year	\$ 250
Next Benefit Year's Annual Max Plus Carry Over/Reward	\$1250
Maximum Carry Over/Reward (additional accumulation toward annual maximum)	\$1000

Insured members have the freedom to choose any dentist. Voluntary use of the Ameritas network can reduce costs and eliminate balance billing. To look up a dentist, simply go to:
www.ameritasgroup.com/provider/dental.htm.

Benefit exclusions and limitations apply to this dental benefit plan, which is underwritten by Ameritas Life Insurance Corp.
Covered Expenses will not include and no benefits will be payable for expenses incurred:

All Plans

■ for any treatment which is for cosmetic purposes. Facings on crowns or pontics behind the second bicuspid are considered cosmetic. ■ for initial placement of any dental prosthesis or prosthetic crown unless such placement is needed because of the extraction of one or more teeth while the plan member is covered under the dental expense benefit. The extraction of a third molar (wisdom tooth) will not qualify under the above. Any such dental prosthesis or prosthetic crown must include the replacement of the extracted tooth or teeth. ■ for any procedure begun before the plan member was covered under the dental expense benefit. ■ for any procedure begun after the member's insurance under the dental expense benefit terminates; or for any prosthetic dental appliances installed or delivered more than 90 days after the member's insurance under the dental expense benefit terminates. ■ to replace lost or stolen appliances. ■ for appliances, restorations, or procedures to: • alter vertical dimension; • restore or maintain occlusion; • splint or replace tooth structure lost because of abrasion or attrition. ■ for any procedure which is not shown on the Table of Dental Procedures. ■ for which the plan member is entitled to benefits under any workmen's compensation or similar law, or charges for services or supplies received as a result of any dental condition caused or contributed to by an injury or sickness arising out of or in the course of any employment for wage or profit. ■ for charges for which the plan member is not liable or which would not have been made had no insurance been in force. ■ for services which are not required for necessary care and treatment or are not within the generally accepted parameters of care. ■ because of war or any act of war, declared or not. ■ for any procedure except exams, cleaning and fluoride applications for the first 24 months when a member or dependent becomes classified as a late entrant. If a member or dependent does not enroll within 31 days from the date the person qualifies for the insurance or who elected to become covered again after canceling a premium contribution agreement will be classified as a late entrant. ■ to replace any prosthetic appliance, crown, inlay or onlay restoration, or fixed partial denture within ten years of the date of the last placement of these items. However, if a replacement is required because of an accidental bodily injury sustained while the person is covered, it will be a Covered Expense.

Marketed and Administered by:
HealthPlan Services

Insured by:
AMERITAS GROUP

We're Ameritas. We're for people.®

A Division of Ameritas Life Insurance Corp.
A UNIFI Company

**Enroll Now
in a Great
Dental Offer!**

Exclusive Offer for



**Hurry Enroll
Today!
1-877-473-6031**

FOR NEVADA, NEW JERSEY AND MASSACHUSETTS RESIDENTS ONLY

INTRODUCING A DENTAL PLAN WITH BIG BENEFITS.

Thanks to the purchasing power of ASA, members can now benefit from the kind of quality dental coverage and pricing typically reserved for large groups. The program, administered by HealthPlan Services, was specifically designed for ASA and its members by Ameritas Life Insurance Corp. and is underwritten by Ameritas Life, one of the leading dental carriers in the nation.

COVERAGE	MONTHLY PREMIUM		
	Plan 1	Plan 2	Plan 3
Member	\$49.96	\$34.72	\$29.96
Member + 1	\$96.68	\$67.16	\$59.56
Member + 2 or more	\$139.80	\$97.08	\$86.12
DENTAL PLAN DESIGN			
TYPE 1 PREVENTIVE NO DEDUCTIBLE, NO ELIMINATION PERIOD	100%	100%	100%
Evaluations Once every six-month period			
Cleanings Allowed once in a six-month period			
Fluoride for Children			
Radiographs X-rays			
Bitewings			
Sealants (Plans 1 and 2 only)			
TYPE 2 BASIC \$50 CALENDAR YEAR DEDUCTIBLE, NO ELIMINATION PERIOD	80%	80%	80%
Restorative Amalgams			
Oral Surgery Simple Extractions			
Denture Repair			
Sealants (Plan 3 only)			
TYPE 3 MAJOR \$50 CALENDAR YEAR DEDUCTIBLE, NO ELIMINATION PERIOD	50%	25%	N/A
Oral Surgery Complex Extractions			
Anesthesia			
Crowns			
Endodontics Root Canals			
Periodontics Gum Disease			
Prosthodontics Fixed Pontics or Abutments Removable Dentures, Partial			
Internal Maximum (only applies to Type 3)	N/A	Eligible benefits up to \$500	N/A
ANNUAL MAXIMUM	\$1000 + DENTAL REWARDS®	\$1000	\$1000

CLAIM ALLOWANCES FOR COVERED PROCEDURES

IN-NETWORK BENEFITS Contracted Fees	OUT-OF-NETWORK BENEFITS 50th U&C
--	-------------------------------------

- 50th U&C: Benefits for a covered dental procedure are paid according to the Usual & Customary charge for that procedure within a particular ZIP Code area. Out-of-Network benefits are calculated at the 50th percentile of U&C, which means 5 out of 10 dentists in a specific area charge at or below the plan allowance for a procedure.
- Claim allowances are revised annually and are subject to change throughout the year, possibly resulting in minor adjustments to claim allowances and out-of-pocket costs.

**Enroll Now
in a Great
Dental Offer!**

Exclusive Offer for



Members

**Hurry Enroll
Today!
1-877-473-6031**

RESIDENTS OF LOUISIANA, MAINE, NEW HAMPSHIRE, NEW YORK, OREGON AND RHODE ISLAND ARE NOT ELIGIBLE FOR THE ASA DENTAL PROGRAM THROUGH AMERITAS GROUP

RESIDENTS OF NEVADA, NEW JERSEY, AND MASSACHUSETTS ARE ELIGIBLE FOR A DIFFERENT VERSION OF THE PROGRAM THAN THE ONE DESCRIBED HERE. PLEASE SEE THE BROCHURE SPECIFICALLY DESIGNED FOR NV/NJ/MA

ABOUT AMERITAS

Ameritas Group is a division of Ameritas Life Insurance Corp., which provides dental and eye care products and services for more than 65,000 employer groups, insuring or administering benefits for more than 4.8 million people nationwide. Founded in 1887, Ameritas Life earns the following group ratings from independent insurance industry analysts:

- A (Excellent)—A.M. Best Company. For financial strength and operating performance. The third highest of Best's 15 ratings.
- A+ (Strong)—Standard & Poor's. For insurer financial strength. The fifth highest of S&P's 21 ratings.

The company processes more than 3.5 million claims each year with a customary turn around time of 5-10 working days, far faster than the industry average.

DENTAL REWARDS®

Only Plan 1 includes the exciting feature of Dental Rewards. This feature rewards insureds who visit the dentist and use only a specified portion of their annual maximum benefit in a year. With its increasing annual maximum feature, each insured employee and dependent earns additional money towards his/her next year's annual maximum.

Annual Maximum for Preventive, Basic and Major Procedures	\$1000
Annual Benefit Threshold (not exceeding this amount)	\$ 500
Annual Carry Over/Reward Towards Next Benefit Year	\$ 250
Next Benefit Year's Annual Max Plus Carry Over/Reward	\$1250
Maximum Carry Over/Reward (additional accumulation toward annual maximum)	\$1000

Insured members have the freedom to choose any dentist. Voluntary use of the Ameritas PPO network can help reduce costs. To look up a dentist, simply go to: www.ameritasgroup.com.

Benefit exclusions and limitations apply to this dental benefit plan, which is underwritten by Ameritas Life Insurance Corp. Covered Expenses will not include and no benefits will be payable for expenses incurred:

All Plans

■ for any treatment which is for cosmetic purposes. Facings on crowns or pontics behind the second bicuspid are considered cosmetic. ■ for initial placement of any dental prosthesis or prosthetic crown unless such placement is needed because of the extraction of one or more teeth while the plan member is covered under the dental expense benefit. The extraction of a third molar (wisdom tooth) will not qualify under the above. Any such dental prosthesis or prosthetic crown must include the replacement of the extracted tooth or teeth. ■ for any procedure begun before the plan member was covered under the dental expense benefit. ■ for any procedure begun after the member's insurance under the dental expense benefit terminates; or for any prosthetic dental appliances installed or delivered more than 90 days after the member's insurance under the dental expense benefit terminates. ■ to replace lost or stolen appliances. ■ for appliances, restorations, or procedures to: • alter vertical dimension; • restore or maintain occlusion; • splint or replace tooth structure lost because of abrasion or attrition. ■ for any procedure which is not shown on the Table of Dental Procedures. ■ for which the plan member is entitled to benefits under any workmen's compensation or similar law, or charges for services or supplies received as a result of any dental condition caused or contributed to by an injury or sickness arising out of or in the course of any employment for wage or profit. ■ for charges for which the plan member is not liable or which would not have been made had no insurance been in force. ■ for services which are not required for necessary care and treatment or are not within the generally accepted parameters of care. ■ because of war or any act of war, declared or not. ■ for any procedure except exams, cleaning and fluoride applications for the first 24 months when a member or dependent becomes classified as a late entrant. If a member or dependent does not enroll within 31 days from the date the person qualifies for the insurance or who elected to become covered again after canceling a premium contribution agreement will be classified as a late entrant. ■ to replace any prosthetic appliance, crown, inlay or onlay restoration, or fixed partial denture within ten years of the date of the last placement of these items. However, if a replacement is required because of an accidental bodily injury sustained while the person is covered, it will be a Covered Expense.

At times, two or more procedures are considered adequate and appropriate treatment. In this case, the benefit will be based on the charge for the least expensive procedure.

HealthPlan Services



We're Ameritas. We're for people.®

A Division of Ameritas Life Insurance Corp.
A UNIFI Company

**Enroll Now
in a Great
Dental Offer!**

Exclusive Offer for



Members

**Hurry Enroll
Today!
1-877-473-6031**

RESIDENTS OF LOUISIANA, MAINE, NEW HAMPSHIRE, NEW YORK, OREGON AND RHODE ISLAND ARE NOT ELIGIBLE FOR THE ASA DENTAL PROGRAM THROUGH AMERITAS GROUP

INTRODUCING A DENTAL PLAN WITH BIG BENEFITS.

Thanks to the purchasing power of ASA, members can now benefit from the kind of quality dental coverage and pricing typically reserved for large groups. The program, administered by HealthPlan Services, was specifically designed for ASA and its members by Ameritas Life Insurance Corp. and is underwritten by Ameritas Life, one of the leading dental carriers in the nation.

COVERAGE	MONTHLY PREMIUM*		
	Plan 1	Plan 2	Plan 3
Member	\$49.96	\$34.72	\$29.96
Member + 1	\$96.68	\$67.16	\$59.56
Member + 2 or more	\$139.80	\$97.08	\$86.12
DENTAL PLAN DESIGN			
TYPE 1 PREVENTIVE NO DEDUCTIBLE, NO ELIMINATION PERIOD	100%	100%	100%
Evaluations Once every six-month period			
Cleanings Allowed once in a six-month period			
Fluoride for Children			
Radiographs X-rays			
Bitewings			
Sealants (Plans 1 and 2 only)			
TYPE 2 BASIC \$50 CALENDAR YEAR DEDUCTIBLE, NO ELIMINATION PERIOD	80%	80%	80%
Restorative Amalgams			
Oral Surgery Simple Extractions			
Denture Repair			
Sealants (Plan 3 only)			
TYPE 3 MAJOR \$50 CALENDAR YEAR DEDUCTIBLE, NO ELIMINATION PERIOD	50%	25%	N/A
Oral Surgery Complex Extractions			
Anesthesia			
Crowns			
Endodontics Root Canals			
Periodontics Gum Disease			
Prosthodontics Fixed Pontics or Abutments Removable Dentures, Partial			
Internal Maximum (only applies to Type 3)	N/A	Eligible benefits up to \$500	N/A
ANNUAL MAXIMUM	\$1000 + DENTAL REWARDS®	\$1000	\$1000

CLAIM ALLOWANCES FOR COVERED PROCEDURES

IN-NETWORK BENEFITS Contracted Fees	OUT-OF-NETWORK BENEFITS MAB
--	--------------------------------

- MAB (Maximum Allowable Benefit): Out-of-network benefits are paid according to the Maximum Allowable Benefit for each procedure, which is an amount derived from a blending and discounting of submitted provider charges within a ZIP Code area.
- Claim allowances are revised annually and are subject to change throughout the year, possibly resulting in minor adjustments to claim allowances and out-of-pocket costs.

*Rates valid through 4/30/2011.



[Join Now](#)

[Contact Us](#)

[Members /](#)

[Home](#)

[Store](#)

[About Us](#)

[Benefits](#)

[Resources](#)

[Community](#)

[Media](#)



[FAQ](#)

[Join Now](#)

Search

Search ASA site...


Follow Us





You could save up to \$327.96/yr. on auto & home insurance.

You can **QUOTE US** on that!



[Home](#)

[| Print |](#)

Eye Care Insurance

[download](#)

[Newsk](#)

[Ema](#)

[Joi](#)

[For](#)

**Enroll Now
in a Great
Eye Care Offer!**

Exclusive Offer for



Members

**Hurry Enroll
Today!**

1-877-473-6031

AN EYE CARE PLAN WITH BIG BENEFITS.

Thanks to the purchasing power of ASA, members can benefit from the kind of quality Eye Care coverage and pricing typically reserved for large groups. This program, offered to ASA members through HealthPlan Services, was specifically designed for ASA by Ameritas Group, a division of Ameritas Life Insurance Corp. (the plan's underwriter). Ameritas Group offers eye care and dental insurance products nationwide.

RATES*		
Member		\$9.44
Member + 1 Dependent		\$16.20
Member + 2 or more Dependents		\$21.88
BENEFITS		
SERVICE	IN-PANEL DOCTOR PLAN PAYS:	MAXIMUM COVERED EXPENSE WITH NON-PANEL DOCTOR PLAN PAYS:
Exam	Covered in Full	Up to \$52.00
Frame	Up to \$120.00	Up to \$45.00
Single Lenses	Covered in Full	Up to \$55.00 Per Pair
Bifocal Lenses	Covered in Full	Up to \$75.00 Per Pair
Trifocal Lenses	Covered in Full	Up to \$95.00 Per Pair
Lenticular Lenses	Covered in Full	Up to \$125.00 Per Pair
Contact Lenses (NECESSARY)	Covered in Full	Up to \$210.00
Contact Lenses (ELECTIVE)	Up to \$105.00	Up to \$105.00
FREQUENCY ALLOWANCE		
Exams	12 Months	
Lens	12 Months	
Frames	24 Months	
<ul style="list-style-type: none"> • Patient is responsible for \$25.00 annual deductible on exams and \$25.00 annual deductible on materials. • For Single lenses (In-Panel): If insured chooses a frame valued at more than the plan's allowance, you will receive a 20% discount on the amount over your frame allowance. • When contact lenses are selected: 1) The insured is eligible for an exam and contact lenses. Other limitations and provisions of the policy will apply. The benefit for the examination will be reimbursed as shown above. 2) The exam and lens benefit will not be available for the next 12- or 24- month period following the date of service. • Excludes members who are residents of LA, ME, NH, NY, OR, and RI. <p>*Rates valid through 4/30/2011.</p>		

HealthPlan Services

16424 7247 03/9/10

AMERITAS GROUP

 We're Ameritas. We're for people.[®]
 A Division of Ameritas Life Insurance Corp.
 A UNIFI Company

LIMITATIONS**COVERED EXPENSES WILL NOT INCLUDE AND NO BENEFITS WILL BE PAYABLE FOR EXPENSES INCURRED FOR:**

1. more than one eye exam in the frequency as indicated on the plan definition page.
2. more than one pair of lenses in the frequency as indicated on the plan definition page.
3. more than one set of frames in the frequency as indicated on the plan definition page.
4. contact lenses more than once in any twelve month period. When chosen, contact lenses shall be in lieu of any other lens benefit during the twelve month period and in lieu of any other frame benefit during the twelve month period. When eyeglass lenses are chosen, expenses for contact lenses are not Covered Expenses during the twelve month period.
5. medically necessary contact lenses, except for the first \$105 of expense, when such lenses are purchased for any reason other than for the following conditions:
 - a. following cataract surgery;
 - b. to correct extreme visual problems that cannot be corrected with spectacle lenses;
 - c. certain conditions of anisometropia;
 - d. keratoconus.

Such payment is limited to once in any twelve-month period and is in lieu of lenses and frame benefits under this policy.
6. Orthokeratology (a procedure using contact lenses to change the shape of the cornea in order to reduce myopia).
7. the refitting of contact lenses after the initial (90-day) fitting period.
8. plano contact lenses to change eye color cosmetically.
9. artistically-painted contact lenses.
10. contact lens insurance policies or service contracts.
11. additional office visits associated with contact lens pathology.
12. contact lens modification, polishing or cleaning.
13. orthoptics or eye care training and any associated testing.
14. plano lenses.
15. two pairs of glasses in lieu of bifocals.
16. lenses and frames which are lost or broken, except at the normal intervals when services are otherwise available.
17. medical or surgical treatment of the eyes.
18. services for which claim is filed more than 180 days after completion of the service.
19. the following materials, over and above the Covered Expense for the basic material. These materials are cosmetic and the Insured will be responsible for the cost of these materials:
 - a. blended lenses;
 - b. oversize lenses;
 - c. photo chromatic lenses; tinted lenses except pink #1 and #2.
20. progressive multi-focal lenses.
21. the coating of the lens or lenses.
22. the laminating of the lens or lenses.
23. frames exceeding the maximum allowance selected by the Policyholder.
24. corrective vision treatment of an experimental nature.
25. Corneal Refractive Therapy (CRT).
26. costs for services and/or materials exceeding plan benefit allowances.
27. services or materials of a cosmetic nature.
28. any procedure not listed on the Schedule of Eye Care Services.

THIS AMERITAS GROUP EYE CARE PLAN FOR ASA MEMBERS FEATURES THE MONEY-SAVING EYE CARE PROVIDER NETWORK OF VSP. FOR MORE INFORMATION ABOUT THE PLAN BENEFITS AND EYE CARE PROVIDERS, PLEASE VISIT WWW.VSP.COM.

Privacy Policy

American Seniors Association is a publicly traded company and can be found on the stock exchange under the stock symbol AMSA.

Copyright © 2011 American Seniors Association. All Rights Reserved

Alpharetta, GA 30022

Phone: 800-951-0017

Email: info@americanseniors.org

Website: www.americanseniors.org

ITEM 2. SHARES OUTSTANDING

Common Stock:

For the period ended March 31, 2010

Shares authorized:	950,000,000
Shares outstanding:	26,608,415
Public float:	6,242,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	50

For the period ended December 31, 2009

Shares authorized:	950,000,000
Shares outstanding:	26,308,415
Public float:	5,842,035

Number of beneficial shareholders:	1
Total number of shareholders of record:	27

For the period ended December 31, 2008

Shares authorized:	950,000,000
Shares outstanding:	23,108,414
Public float:	292,440
Number of beneficial shareholders:	1
Total number of shareholders of record:	18

Preferred Stock:

For the period ended March 31, 2010

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2009

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2008

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

ITEM 3. INTERIM FINANCIAL STATEMENTS

See attached quarterly balance sheet, statement of operations, statement of cash flow, and notes to the financial statements for the period ended March 31, 2010 at the end of this report.

ITEM 4. MANAGEMENT'S DISCUSSION AND ANALYSIS

The following discussion should be read in conjunction with the consolidated financial statements, including the notes to those statements, which are presented elsewhere in this report.

Page 2 of 7

Overview

Prior to January 28, 2010 the Company was known as ASF Group, Inc. ("ASF Group"). On January 28, 2010 the Company completed a merger, whereby Another Chance for Seniors, Inc. ("Another Chance") acquired the controlling stock of ASF Group. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. ("American Seniors Association", "ASAHG" or "the Company") and then changed its state of incorporation from Florida to Georgia.

The following analysis reflects the financial results of ASF Group prior to the merger and that of the combined Company following the merger. It does not include financial results of Another Chance prior to the merger.

Plan of operations

Prior to the merger, ASF Group's business focus was the development of two start-up restaurant ventures: Kiosk Food Solutions, Inc. and Eddy Chan's, Inc. Both entities were acquired by ASF Group in February 2008. Currently, the Company still owns the two restaurant subsidiaries but is looking to spin them off.

Since the merger, ASAHG's primary business has been the continuation of the former business of Another Chance (which also operated under the trade name American Seniors Association): a national

for-profit membership services organization which provides information and discounts to senior citizens.

ASAHG distinguishes itself in the marketplace by playing an active outspoken role with certain political issues. By publicizing its positions on these issues through various media outlets, the Company seeks to recruit membership from like-minded individuals. Specifically, the Company has identified itself as "a conservative alternative to AARP" in an attempt to entice members from its largest competitor. Additionally, the Company has loosely affiliated itself with other large membership-based politically-motivated organizations in order to increase its name recognition.

ASAHG has entered licensing partnerships with various companies in the insurance, credit card, and travel industries to provide discounts for Company members. These national and global partners include CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz Car Rental and Penske Truck Rental. The Company will continue to seek out quality vendors and service providers across an ever broadening spectrum as a part of their ongoing mission to enhance member benefits. The goal of the Company is to become one of the premier membership organizations in America by providing the most comprehensive member packages available.

Currently, ASAHG is in the process of a membership renewal campaign. With annual member fees at \$15 each, the company believes that renewals could be a substantial source of liquidity over the next twelve months and in future years.

	<u>Three Months Ended</u>		
	<u>March 31, 2010</u>	<u>December 31, 2009</u>	<u>% Change</u>
<u>Revenues From Operations</u>			
American Seniors Association	\$ 71,403	N/A	N/A
Restaurants	<u>29,167</u>	<u>29,887</u>	-2.4%
	<u>\$ 100,570</u>	<u>\$ 29,887</u>	
<u>Net Income (Loss)</u>			
American Seniors Association	\$ (102,794)	N/A	N/A
Restaurants	<u>(11,454)</u>	<u>(10,544)</u>	8.6%
	<u>\$ (114,248)</u>	<u>\$ (10,544)</u>	

Off-Balance Sheet Arrangements

The Company does not have any material off-balance sheet arrangements that have, or are reasonably expected to have a current or future effect on the Company's financial condition.

ITEM 5. LEGAL PROCEEDINGS

Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator:

None.

ITEM 6. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 7. OTHER INFORMATION

Completion of Merger

Prior to January 28, 2010, the Company was known as ASF Group, Inc. ("ASF"). On January 28, 2010, the Company completed a merger, whereby Another Chance for Seniors, Inc. ("ACS") acquired the controlling stock of ASF. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. ("American Seniors Association", "ASAHG" or "the Company") and then changed its state of incorporation from Florida to Georgia.

Following the merger, ACS was dissolved and all outstanding shares of ACS were exchanged on a 1-to-1.62 basis for shares in the newly redomesticated entity. No additional shares were issued of ASF were issued pursuant to the merger.

Following the merger and name change, the Company changed its trading symbol to "AMSA."

Convertible Debt Obligations and Subsidiaries

Pursuant to the merger of ACS and ASF, the new Company, ASAHG, retained certain convertible debt

obligations held by previous debt holders of ASF totaling approximately \$2 million. Additionally, the restaurant subsidiaries (described in Item 4: Management Discussion and Analysis) that were formerly owned by ASF became subsidiaries of ASAHG. Currently, management of ASAHG is in negotiations to spin off both the convertible debt and the subsidiaries to the pre-merger shareholders of ASF.

Principal Officers and Directors

Following the merger the officers and directors of ASAHG were/are:

Officers:

Stuart B. Barton ? President/Chief Executive Officer

Prior to ASAHG, Mr. Barton served as Vice-President of Sales and Marketing of the automotive division of Pro Marketing, Inc. He represented various manufacturers' products to retailers including Auto Zone, Advance Auto Parts, CarQuest, Bumper to Bumper, and NAPA Auto Parts.

Mr. Barton is the son of Jerry Barton, the founder of American Seniors Association, who currently holds approximately 28% of the Company's stock. Mr. Barton is also married to Amy Sollenberger, Secretary/Treasurer of the Company.

Amy Sollenberger ? Secretary/Treasurer

Prior to ASAHG, Ms. Sollenberger had extensive experience in political campaigning, marketing and volunteer management with the Georgia Republican Party and several state elected officials/candidates.

Ms. Sollenberger is married to Stuart Barton, President of the Company.

Directors:

Jerry Barton

Jack McDaniel

Randy Nichols

Donna Rayburn

Amendments to Articles of Incorporation and Bylaws

Pursuant to the merger and redomestication, the Company amended both its articles of incorporation and its bylaws.

ITEM 8. EXHIBITS

Amended articles of incorporation and bylaws are attached to this report as Exhibit A and Exhibit B.

ITEM 9. ISSUER'S CERTIFICATIONS

I, Stuart Barton, President, certify that:

1. I have reviewed this quarterly disclosure statement of American Seniors Association Holding Group, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

Page 6 of 7

3. **Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.**

Dated: May 15, 2010

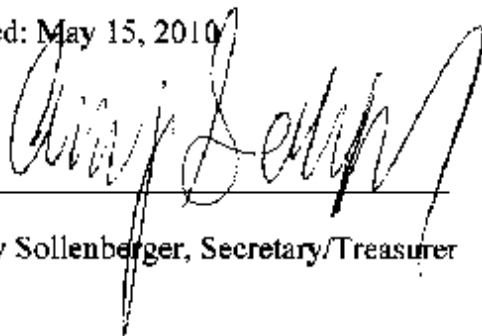
A handwritten signature in black ink, appearing to read 'Stuart Barton', is written over a horizontal line.

Stuart Barton, President

I, Amy Sollenberger, Secretary/Treasurer, certify that:

1. I have reviewed this quarterly disclosure statement of American Seniors Association Holding Group, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Dated: May 15, 2010

A handwritten signature in black ink, appearing to read "Amy Sollenberger", is written over a horizontal line.

Amy Sollenberger, Secretary/Treasurer

EXHIBIT A ? AMENDED ARTICLES OF INCORPORATION

Control No. 10015016

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE

OF

OF CONVERSION

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that a certificate of conversion has been filed on **02/19/2010** converting

ASF GROUP, INC.
a Foreign Non-Qualifying Entity

to

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
a Domestic Profit Corporation

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid. Conversion of the above-named entity is effective upon issuance of this certificate.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on February 19, 2010



A handwritten signature in black ink, appearing to read 'B: P. Kemp'.

Brian P. Kemp
Secretary of State

Control No: 10015016
Date Filed: 02/19/2010 12:00 AM
Brian P. Kemp
Secretary of State

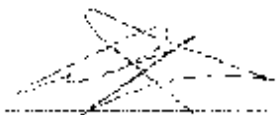
CERTIFICATE OF CONVERSION BY A FOREIGN BUSINESS CORPORATION
TO BECOME A GEORGIA BUSINESS CORPORATION UNDER
THE GEORGIA BUSINESS CORPORATION CODE
PURSUANT TO O.C.G.A. 14-2-1109.2

1. The name of the foreign corporation making the election to convert to a Georgia business corporation is ASE Group, Inc. ("Entity"), a corporation duly organized and in good standing under the laws of Florida.
2. The Entity elects to become a business corporation under the Georgia Business Code (O.C.G.A. § 14-2-101 et seq.)
3. The name of the Georgia business corporation to be formed by the conversion is American Seniors Holding Association, Inc.
4. The election shall become effective with the filing of this Certificate with the Secretary of State for the State of Georgia.
5. This election has been approved by the shareholders of the Entity in accordance with O.C.G.A. § 14-2-1109.2.
6. With this Certificate of Conversion, Articles of Incorporation in the form required by O.C.G.A. § 14-2-202, setting forth the name of the entity that satisfies the requirements of O.C.G.A. § 14-2-401 and that such Articles of Incorporation shall be the Articles of Incorporation of the corporation formed pursuant to the election unless and until modified in accordance with the Georgia Business Code (O.C.G.A. § 14-2-101 et seq.).
7. The shareholders of the Georgia business corporation being formed from the Entity, pursuant to this conversion, have adopted Articles of Incorporation that are effective immediately upon the effectiveness of this conversion. Each shareholder in the Entity prior to conversion will be entitled to convert their respective ownership interest on a one to one basis for shares in Georgia business corporation formed pursuant to this conversion.

IN WITNESS WHEREOF, this Certificate of Conversion by a foreign business corporation to become a business corporation under the Georgia Business Corporation Code pursuant to O.C.G.A. § 14-2-1109.2 has been executed on this 18th day of February, 2010.

NOV 18 2009 10:01 AM

18:01:27 61 8210102


Mark R. Turem, Esq.
Attorney for ASF Group, Inc.

State of Georgia
Expedite Conversion 4/22/09



State of Florida

Department of State

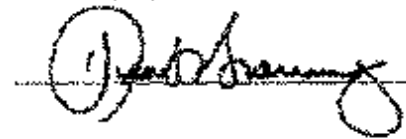
I certify from the records of this office that ASF GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on September 24, 1997.

The document number of this corporation is P97000082732.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on January 20, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eighteenth day of February, 2010*



Secretary of State



Authentication ID: 700169673027-021810-P97000082732

To authenticate this certificate, visit the following site, enter this
ID, and then follow the instructions displayed.

<https://efile.sosbiz.org/certauthver.html>

STATE OF GEORGIA

COUNTY OF FULTON

**ARTICLES OF INCORPORATION
OF
AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
("Corporation")**

The undersigned natural person, acting as incorporator for the Corporation, pursuant to the Georgia Business Corporation Code, herein adopts the following Articles of Incorporation.

**ARTICLE 1.
Name of the Corporation**

The name of the Corporation is **AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.**

**ARTICLE 2.
Name of the Incorporator**

The name and address of the Incorporator is Alan R. Turem, Esq., 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342.

**ARTICLE 3.
Principal Office of the Corporation**

The mailing address of the principal office of the Corporation will be 3700 Mansell Road, Suite 220, Alpharetta, Georgia 30022.

ARTICLE 4.

Registered Agent and Registered Address

REGISTERED AGENT AND REGISTERED OFFICES

The initial registered office of the Corporation is at 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342 and the initial registered agent of the Corporation at said address shall be Alan R. Turem, P.C., 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342.

ARTICLE 5.**Shares**

a) The Corporation shall be authorized to issue the following shares:

<u>Class</u>	<u>Number of shares</u>	<u>Par Value</u>
Common	950,000,000	\$.001

Preferred	100,000,000	\$.001
-----------	-------------	---------

b) The designations and the powers, preferences and rights, and the qualifications or restrictions of the Preferred Shares are as follows:

- 1) 20,000,000 Preferred Shares shall be designated as Series A Preferred Shares. The Series A Preferred Shares shall have all of the rights and attributes of common stock. On all matters for which shareholders approval is required, each Series A Preferred Share shall be equal to one hundred Common Shares.
- 2) 80,000,000 Preferred Shares shall be issued from time to time in one or more series, with such distinctive serial designations as shall be stated and expressed in the

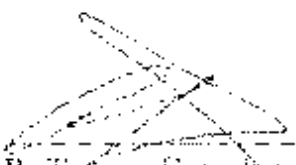
resolution or resolutions providing for the issue of such shares as adopted by the Board of Directors; the Board of Directors is expressly authorized to fix the annual rate or rates of dividends for the particular series, the dividend payment dates for the particular series, and the date from which dividends on all shares of such series issued prior to the record date for the first dividend payment date shall be cumulative, the redemption price or prices for the particular series, the voting powers for the particular series, the rights, if any, of holders of the shares of the particular series to convert the same into shares of any other series or class or other securities of the corporation, with any provisions for the subsequent adjustment of such conversion rights, the rights, if any, of the particular series to participate in distributions or payments upon liquidation, dissolution or winding up of the corporation, and to classify or reclassify any unissued preferred shares by fixing or altering from time to time any of the foregoing rights, privileges and qualifications.

ARTICLE 6.

Purpose

The Corporation shall be organized for any and all purposes authorized under the laws of the State of Georgia.

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed this 18th day of February, 2010.



Alan R. Tufen, Esq., Incorporator

INCORPORATION
STATE OF GEORGIA
FEBRUARY 18 2010



Brian D. Kemp
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION

310 West Tower, 30 Martin Luther King, Jr. Pkwy.
Atlanta, Georgia 30334-1530
(404) 651-1817

Registered agents, officer, and state information via the Internet:
<http://www.sos.ga.gov/corporations.asp>

TRANSMITTAL INFORMATION
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

IMPORTANT

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: lunlaser@earthlink.net

NOTICE TO ATTENTION: PRINT PLAINLY OR TYPE REVERSE OF THIS FORM

1.

Corporate File # Registration Number (If one has been received, if articles are being filed without prior registration, leave this area blank)

American Seniors Association Holding Group, Inc.
Corporate Name (Print exactly as it appears in articles)

2.

Alan R. Tyeon, Esq.
Name of person filing (Print name and title, if officer, or signature below)

404-256-1763
Telephone Number

4651 Roswell Road, B-125
Address

Atlanta
City

GA
State

30342
Zip Code

3.

Mail or deliver the following items to the Secretary of State, at the above address:

- 1) Filing fee \$245.00
- 2) Original and two copies of the Articles of Incorporation
- 3) Filing fee \$245.00 for payable to Secretary of State. Filing fees are NON refundable

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$45.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (List of legal organs is posted at web site; or, the Clerk of Superior Court can advise you of the official organ in a particular county.)

Authorized Signature of person filing documents

2/25/10

Date

Request certificates and obtain entity information via the Internet: <http://www.georgiacorporations.org>

EXHIBIT B ? AMENDED CORPORATE BYLAWS

BYLAWS OF AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC

ARTICLE I. MEETING OF SHAREHOLDERS

Section 1.1. Annual Meeting. The annual meeting of the shareholders of this corporation shall be held at the time and place designated by the board of directors of the corporation. The annual meeting of the shareholders for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of shareholders.

Business transacted at the annual meeting shall include the election of directors of the corporation.

Section 1.2. Special Meetings. Special meeting of the shareholders shall be held when directed by the Board of Directors, or when requested in writing by the holders of not less than ten (10%) percent of all the shares entitled to vote at the meeting. (A meeting requested by shareholders shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made, unless the shareholders requesting the meeting designated a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or shareholders requesting the meeting shall designate another person to do so.)

Section 1.3. Place. Meetings of shareholders may be held within or without the State of Georgia and at such place as is designated by the Board of Directors.

Section 1.4. Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting to each shareholder of record entitled to vote at such

notice of persons calling the meeting to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 1.5. Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and, at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

Section 1.6. Closing of Transfer Books and Fixing of Record Date. For the purpose of determining shareholders entitled to notice or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a

determination of shareholders for any other purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting.

Section 1.7. Shareholder Quorum and Voting. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. a specified item of business is required to be voted on by a class or series of stock, a majority of

When

the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series.

If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders unless otherwise provided by law.

Section 1.8. ~~Action by Shareholders Without a Meeting.~~ Any action required by law, these by-laws or the articles of incorporation of this corporation to be taken at any annual or special meeting of shareholders of the corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE II. DIRECTORS

Section 2.1. ~~Function.~~ All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors, in the event the shareholders fail to act.

Section 2.1. ~~Qualification.~~ Directors need not be residents of this state or shareholders of this corporation.

Section 2.3. ~~Compensation.~~ The Board of Directors shall have authority to fix the compensation of directors.

Section 2.4. ~~Function.~~ A Director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the interests of the corporation, and with such care as an ordinarily prudent person under similar circumstances.

A person who performs his duties in compliance with this section shall have no liability by reason of being or having been a director of the corporation.

Section 2.5. ~~Number.~~ ~~_____~~ ~~This~~ corporation shall have at least one (1) director. The number of directors may be increased or decreased from time to time by amendment to these by-laws, but no decrease shall take effect shortening the terms of any incumbent director.

Section 2.6. ~~Election and Term.~~ ~~_____~~ ~~At~~ the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected and qualified or until his earlier resignation, removal from office or death.

Section 2.7. ~~Quorum and Voting.~~ ~~_____~~ ~~A~~ majority of the number of directors fixed by these by-laws shall constitute a quorum for the transaction of business. The act of the majority of the directors

present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.8. ~~Place of Meetings.~~ Regular and special meetings by the Board of Directors may be held within or without the State of Georgia.

Section 2.9. ~~Action Without a Meeting.~~ Any action required to be taken at a meeting of the Board of Directors, or any action which be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the directors, or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or the committee. Such consent shall have the same effect as a unanimous vote.

ARTICLE III. OFFICERS

Section 3.1. ~~Officers.~~ The officers of this corporation shall consist of a president, a secretary and a treasurer, each of whom shall be elected by the directors at the first meeting of directors immediately following the annual meeting of shareholders of this corporation, and shall serve until their successors are chosen and qualify. The Board of Directors may from time to time appoint such other officers and assistant officers and agents at it may deem necessary. Any two or more offices may be held by the same person. The failure to elect a president, secretary or treasurer shall affect the existence of this corporation.

Section 3.2. ~~Duties.~~ The officers of this corporation shall perform such duties are as prescribed by the Board of Directors and, in the case of all officers other than the President, by the Board of Directors and the President.

ARTICLE IV. EXECUTION OF INSTRUMENTS

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the Board may from time to time designate.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers,

agent or agents of the corporation, and[?] in such manner as shall be determined from time to time by resolution of the Board.

ARTICLE V. AMENDMENT

These by-laws may be repealed or amended, and new by-laws may be adopted, by either the Board of Directors or the shareholders, but the Board may not amend or repeal any by-law adopted by shareholders if the shareholders specifically provide that such by-law not be subject to amendment or repeal by directors.

CERTIFICATE
OF THE SECRETARY OF
AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC

The undersigned certifies:

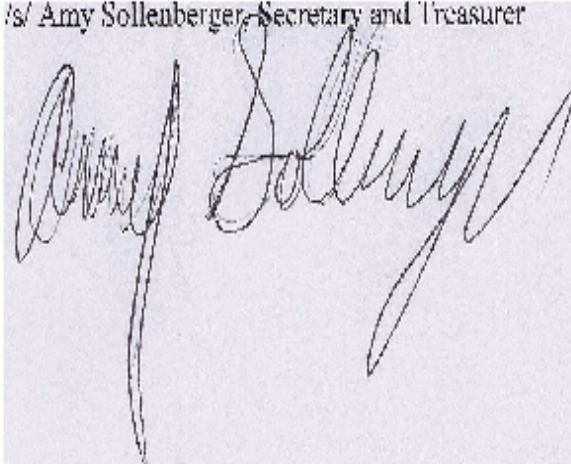
(1) That the undersigned is the duly elected and acting Secretary of.
American Seniors Association Holding Group, Inc., a Georgia corporation (the
"Corporation"); and

(2) That the foregoing Bylaws constitute the Bylaws of the
Corporation as duly adopted by an Organizational Meeting of the Board of Directors of
American Seniors Association Holding Group, Inc., a Georgia corporation, on the 19
of February, 2010.

th day

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the
Corporation as of this 12th day of May, 2010.

/s/ Amy Sollenberger, Secretary and Treasurer

A handwritten signature in dark ink, appearing to read 'Amy Sollenberger', is written over a light blue background. The signature is fluid and cursive, with the first name 'Amy' and last name 'Sollenberger' clearly distinguishable. The signature is positioned below the printed name 's/ Amy Sollenberger, Secretary and Treasurer'.



AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

**FOR THE THREE MONTHS ENDED MARCH 31, 2010
(UNAUDITED)**

American Seniors Association Holding Group, Inc. and Subsidiaries

Table of Contents

Consolidated Financial Statements

For the Three Months Ended March 31, 2010
(Unaudited)

Consolidated Balance Sheet	2
Consolidated Statement of Operations	3
Consolidated Statement of Stockholders' Equity	4

Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements	6

American Seniors Association Holding Group, Inc. and Subsidiaries
Balance Sheet
As of March 31, 2010
(Unaudited)

ASSETS

CURRENT ASSETS

Cash	\$ 42,435
Other current assets	<u>2,491</u>

Total current assets	<u>44,926</u>
PROPERTY AND EQUIPMENT, net	<u>68,276</u>
INTANGIBLE ASSETS, net	<u>93,450</u>
OTHER ASSETS	
Due from affiliates	8,473
Other assets	<u>1,795</u>
Total other assets	<u>10,268</u>
TOTAL ASSETS	<u><u>\$ 216,920</u></u>
LIABILITIES AND STOCKHOLDERS' EQUITY	
ACCOUNTS PAYABLE	\$ 69,937
LONG TERM LIABILITIES	<u>2,206,793</u>
TOTAL LIABILITIES	<u>2,276,730</u>
STOCKHOLDERS' EQUITY	
Common stock	115,678
Additional paid in capital	5,200
Retained earnings	<u>(2,180,688)</u>
TOTAL STOCKHOLDERS' EQUITY	<u>(2,059,810)</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 216,920</u></u>

See accompanying notes to consolidated financial statements.

2

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Operations
For the Three Months Ended March 31, 2010
(Unaudited)

REVENUES

Membership dues	\$ 18,970
Royalties	27,251
Food sales	29,167
Other revenues	<u>25,182</u>
Total revenues	<u>100,570</u>

COST OF SALES

16,934

GROSS PROFIT

83,636

OPERATING EXPENSES

Professional fees	79,851
Salaries and benefits	54,830
General and administrative	19,780
Advertising	15,447
Depreciation/Amortization	13,961
Rent	11,007
Interest	<u>3,008</u>
Total operating expenses	<u>197,884</u>

NET INCOME (LOSS)

\$ (114,248)

See accompanying notes to consolidated financial statements.

3

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Stockholders' Equity
For the Three Months Ended March 31, 2010
(Unaudited)

<u>Common Stock</u>	Additional Paid In	Accumulated
---------------------	-----------------------	-------------

	<u>Shares</u>	<u>Amount</u>	<u>Capital</u>	<u>Deficit</u>	<u>Total</u>
Balance at December 31, 2009	26,308,415	\$ 115,678	\$ 5,200	\$ (2,029,442)	\$ (1,908,564)
Recapitalization for merger; negative equity of previous entities charged to retained earnings				(36,998)	(36,998)
Net loss for the period				(114,248)	(114,248)
Balance at March 31, 2010	<u>26,308,415</u>	<u>\$ 115,678</u>	<u>\$ 5,200</u>	<u>\$ (2,180,688)</u>	<u>\$ (2,059,810)</u>

See accompanying notes to consolidated financial statements.

4

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Cash Flows
For the Three Months Ended March 31, 2010
(Unaudited)

CASH FLOWS FROM OPERATING ACTIVITIES

Net income (loss) \$ (114,248)

Adjustments to reconcile net income to net cash provided

by operating activities:

Depreciation/Amortization 13,961

Changes in receivables/payables 55,749

Net cash provided by (used in) operating activities (44,538)

CASH FLOWS FROM FINANCING ACTIVITIES

Loan proceeds 89,271

Net cash provided by (used in) financing activities 89,271

NET INCREASE IN CASH 44,733

Cash at beginning of the year (2,298)

Cash at end of the year

~~\$ 42,435~~

See accompanying notes to consolidated financial statements.

5

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Three Months Ended March 31, 2010
(Unaudited)

NOTE 1 ? ORGANIZATION AND BUSINESS

American Seniors Association and Subsidiaries, Inc. (formerly "ASF Group, Inc.") and subsidiaries ("the Company") was organized under Florida law in 1997. In January 2010, the Company changed its name from ASF Group, Inc. to American Seniors Association Holding Group, Inc. and changed its state of incorporation from Florida to Georgia.

The Company (a) is a national for-profit membership services organization which provides information and discounts to senior citizens; and (b) operates several restaurant businesses.

Prior to the Company's reorganization in 2010, the membership services business operated under a separate corporation, Another Chance for Seniors, Inc.

NOTE 2 ? SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of American Seniors Association Holding Group, Inc., and its wholly owned subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's, Inc.

Generally Accepted Accounting Principles

The consolidated financial statements have been prepared by the Company's management with the intention of presenting information that reflects, in all material aspects, generally accepted accounting principles in the United States of America ("US GAAP"). However, the financial statements have not been audited and management makes no claim or opinion as to their conformity to US GAAP.

Revenue Recognition

Membership revenue is recognized when received. Royalties are received from third party benefit providers for the use of the Company's brand in benefit programs (insurance, credit cards, etc.) and recognized as revenue when received.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using the straight line method over the expected useful lives of the property, from three to seven years.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Three Months Ended March 31, 2010
(Unaudited)

NOTE 3 ? NOTES PAYABLE

Outstanding borrowings as of March 31, 2010 consisted of the following:

1. Convertible promissory notes, with various interest rates and annual renewal fees; principal balance of \$2,191,793.
2. Demand loan; principal balance of \$15,000.

- scan5.12.1.pdf

- [Page 1](#)
- [Page 2](#)
- [Page 3](#)
- [Page 4](#)

- Titles

- [?](#)

- [Images](#)

- [Image 1](#)
- [Image 2](#)

- scan5.12.6.pdf
 - [Page 1](#)
- Articles Inc.pdf
 - [\\SosImage01\ivault\\$\Corp\083\17209_latest.tif](#)
 - [image 1 of 6](#)
 - [image 2 of 6](#)
 - [image 3 of 6](#)
 - [image 4 of 6](#)
 - [image 5 of 6](#)
 - [image 6 of 6](#)

PINK INVESTING

Penny Stock News

- [Penny Stock](#)

The Pinkinvesting Newsletter

AMSC **+96%**

CLICK HERE

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.

Quarterly Report

For the Three Months Ended June 30, 2010

ITEM 1. EXACT NAME OF ISSUER AND ADDRESS OF PRINCIPAL EXECUTIVE OFFICES

<u>Time Period</u>	<u>Name</u>
January 28, 2010 Present	American Seniors Association Holding Group, Inc.
July 22, 2008 January 28, 2010	ASF Group, Inc.
March 11, 2004 July 22, 2008	Vision Media Technologies, Inc.
September 17, 2002 March 11, 2004	Seafood Harvest Group, Inc.
September 29, 2000 September 17, 2002	Legal Document Center, Inc.
September 24, 1997 September 29, 2000	October Project IV Corp.

Address/Contact Information

3700 Mansell Road, Suite 220
 Alpharetta, GA 30022
 Phone: 800-951-0017
 Email: info@americanseniors.org
 Website: www.americanseniors.org

ITEM 2. SHARES OUTSTANDING

*Common Stock:*For the period ended June 30, 2010

Shares authorized:	950,000,000
Shares outstanding:	26,608,415
Public float:	6,242,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	50

For the period ended December 31, 2009

Shares authorized:	950,000,000
Shares outstanding:	26,308,415
Public float:	5,842,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	27

For the period ended December 31, 2008

Shares authorized:	950,000,000
Shares outstanding:	23,108,414
Public float:	292,440
Number of beneficial shareholders:	1
Total number of shareholders of record:	18

*Preferred Stock:*For the period ended June 30, 2010

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2009

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2008

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

ITEM 3. INTERIM FINANCIAL STATEMENTS

See attached quarterly balance sheet, statement of operations, statement of cash flow, and notes to the financial statements for the period ended June 30, 2010 at the end of this report.

ITEM 4. MANAGEMENT'S DISCUSSION AND ANALYSIS

The following discussion should be read in conjunction with the consolidated financial statements, including the notes to those statements, which are presented elsewhere in this report.

Overview

Prior to January 28, 2010 the Company was known as ASF Group, Inc. ("ASF Group"). On January 28, 2010 the Company completed a merger, whereby Another Chance for Seniors, Inc. ("Another Chance") acquired the controlling stock of ASF Group. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. ("American Seniors Association", "ASAHG" or "the Company") and then changed its state of incorporation from Florida to Georgia.

The following analysis reflects the financial results of ASF Group prior to the merger and that of the combined Company following the merger. It does not include financial results of Another Chance prior to the merger.

Plan of operations

Prior to the merger, ASF Group's business focus was the development of two start-up restaurant ventures: Kiosk Food Solutions, Inc. and Eddy Chan's, Inc. Both entities were acquired by ASF Group in February 2008. Currently, the Company still owns the two restaurant subsidiaries but is looking to spin them off.

Since the merger, ASAHG's primary business has been the continuation of the former business of Another Chance (which also operated under the trade name American Seniors Association): a national for-profit membership services organization which provides information and discounts to senior citizens.

ASAHG distinguishes itself in the marketplace by playing an active outspoken role with certain political issues. By publicizing its positions on these issues through various media outlets, the Company seeks to recruit membership from like-minded individuals. Specifically, the Company has identified itself as "a conservative alternative to AARP" in an attempt to entice members from its largest competitor. Additionally, the Company has loosely affiliated itself with other large membership-based politically-motivated organizations in order to increase its name recognition.

ASAHG has entered licensing partnerships with various companies in the insurance, credit card, and travel industries to provide discounts for Company members. These national and global partners include CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz Car Rental and Penske Truck Rental. The Company will continue to seek out quality vendors and service providers across an ever broadening spectrum as a part of their ongoing mission to enhance member benefits. The goal of the Company is to become one of the premier membership organizations in America by providing the most comprehensive member packages available.

Currently, ASAHG is in the process of a membership renewal campaign. With annual member fees at \$15 each, the company believes that renewals could be a substantial source of liquidity over the next twelve months and in future years.

Comparison of the Three Months Ended June 30, 2010 and March 31, 2010

	Three Months Ended	
	<u>June 30, 2010</u>	<u>March 31, 2010</u>
<u>Revenues From Operations</u>		
American Seniors Association	\$ 121,018	71,403
Restaurants	<u>21,968</u>	<u>29,167</u>
	<u>\$ 142,986</u>	<u>\$ 100,570</u>
<u>Net Income (Loss)</u>		
American Seniors Association	\$ (17,953)	(102,794)
Restaurants	<u>(17,743)</u>	<u>(11,454)</u>
	<u>\$ (35,696)</u>	<u>\$ (114,248)</u>

Off-Balance Sheet Arrangements

The Company does not have any material off-balance sheet arrangements that have, or are reasonably expected to have a current or future effect on the Company's financial condition.

ITEM 5. LEGAL PROCEEDINGS

Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator:

None.

ITEM 6. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 7. OTHER INFORMATION

Completion of Merger

Prior to January 28, 2010, the Company was known as ASF Group, Inc. ("ASF"). On January 28, 2010,

the Company completed a merger, whereby Another Chance for Seniors, Inc. ("ACS") acquired the controlling stock of ASF. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. ("American Seniors Association", "ASAHG" or "the Company") and then changed its state of incorporation from Florida to Georgia.

Following the merger, ACS was dissolved and all outstanding shares of ACS were exchanged on a 1-to-1.62 basis for shares in the newly redomesticated entity. No additional shares were issued of ASF were issued pursuant to the merger.

Following the merger and name change, the Company changed its trading symbol to "AMSA."

Convertible Debt Obligations and Subsidiaries

Pursuant to the merger of ACS and ASF, the new Company, ASAHG, retained certain convertible debt obligations held by previous debt holders of ASF totaling approximately \$2 million. Additionally, the restaurant subsidiaries (described in Item 4: Management Discussion and Analysis) that were formerly owned by ASF became subsidiaries of ASAHG. Currently, management of ASAHG is in negotiations to spin off both the convertible debt and the subsidiaries to the pre-merger shareholders of ASF.

Principal Officers and Directors

Following the merger the officers and directors of ASAHG were/are:

Officers:

Stuart B. Barton President/Chief Executive Officer

Prior to ASAHG, Mr. Barton served as Vice-President of Sales and Marketing of the automotive division of Pro Marketing, Inc. He represented various manufacturers' products to retailers including Auto Zone, Advance Auto Parts, CarQuest, Bumper to Bumper, and NAPA Auto Parts.

Mr. Barton is the son of Jerry Barton, the founder of American Seniors Association, who currently holds approximately 28% of the Company's stock. Mr. Barton is also married to Amy Sollenberger, Secretary/Treasurer of the Company.

Amy Sollenberger Secretary/Treasurer

Prior to ASAHG, Ms. Sollenberger had extensive experience in political campaigning, marketing and volunteer management with the Georgia Republican Party and several state elected officials/candidates.

Ms. Sollenberger is married to Stuart Barton, President of the Company.

Directors:

Jerry Barton
Jack McDaniel
Randy Nichols
Donna Rayburn

Amendments to Articles of Incorporation and Bylaws

Pursuant to the merger and redomestication, the Company amended both its articles of incorporation and its bylaws.

ITEM 9. ISSUER'S CERTIFICATIONS

I, Stuart Barton, President, certify that:

1. I have reviewed this quarterly disclosure statement of American Seniors Association Holding Group, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Dated: August 13, 2010

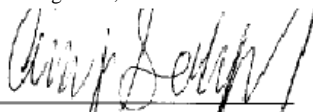
A handwritten signature in black ink, appearing to read 'Stuart Barton', is written over a horizontal line.

Stuart Barton, President

I, Amy Sollenberger, Secretary/Treasurer, certify that:

1. I have reviewed this quarterly disclosure statement of American Seniors Association Holding Group, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Dated: August 13, 2010



Amy Sollenberger, Secretary/Treasurer

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

**FOR THE THREE MONTHS ENDED JUNE 30, 2010
(UNAUDITED)**

American Seniors Association Holding Group, Inc. and Subsidiaries

Table of Contents

Consolidated Financial Statements

For the Three Months Ended June 30, 2010
(Unaudited)

Consolidated Balance Sheet	2
Consolidated Statement of Operations	3
Consolidated Statement of Stockholders' Equity	4
Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements	6

American Seniors Association Holding Group, Inc. and Subsidiaries
 Balance Sheet
 As of June 30, 2010
 (Unaudited)

ASSETS	
CURRENT ASSETS	
Cash	\$ 24,762
Other current assets	<u>1,486</u>
Total current assets	<u>26,248</u>
PROPERTY AND EQUIPMENT, net	<u>65,291</u>
INTANGIBLE ASSETS, net	<u>82,474</u>
OTHER ASSETS	
Due from affiliates	8,473
Other assets	<u>1,795</u>
Total other assets	<u>10,268</u>
TOTAL ASSETS	<u><u>\$ 184,281</u></u>
LIABILITIES AND STOCKHOLDERS' EQUITY	
ACCOUNTS PAYABLE	\$ 59,995
LONG TERM LIABILITIES	<u>2,219,790</u>
TOTAL LIABILITIES	<u>2,279,785</u>
STOCKHOLDERS' EQUITY	
Common stock	115,678
Additional paid in capital	5,200
Retained earnings	<u>(2,216,382)</u>
TOTAL STOCKHOLDERS' EQUITY	<u>(2,095,504)</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 184,281</u></u>

See accompanying notes to consolidated financial statements.

2

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Operations
(Unaudited)

	Six Months Ended June 30, 2010	Three Months Ended June 30, 2010
REVENUES		
Membership dues	\$ 139,988	\$ 18,970
Royalties	27,251	27,251
Food sales	51,135	29,167
Other revenues	25,182	25,182
Total revenues	<u>243,556</u>	<u>100,570</u>
COST OF SALES	<u>34,989</u>	<u>16,934</u>
GROSS PROFIT	<u>208,567</u>	<u>83,636</u>
OPERATING EXPENSES		
Professional fees	95,423	79,851
Salaries and benefits	132,889	54,830
General and administrative	64,845	19,780
Advertising	18,147	15,447
Depreciation/Amortization	27,922	13,961
Rent	16,275	11,007
Interest	3,008	3,008
Total operating expenses	<u>358,509</u>	<u>197,884</u>
NET INCOME (LOSS)	<u>\$ (149,942)</u>	<u>\$ (114,248)</u>

See accompanying notes to consolidated financial statements.

3

\$PHULFDQ 6HQLRUV \$VVRFLDWLRQ +ROGLQJ *URXS ,QF DQG 6XEVLGLDULHV
 6WDWHPHQW RI 6WRFNKROGHUV (TXLW\
)RU WKH 6L[0RQWKV (QGHG -XQH
 8QDXGLWHG

	\$GGLWLRQDO				
	&RPPRQ 6WRFN		3DLG ,Q	\$FFXPXODWHG	
	6KDUHV	SPRXQW	&DSLWDO	'HILFLW	7RWDO
%DODQFH DW 'HFHPEHU					
5HFDSLWDOLJDWLRQ IRU PHUJHU					
QHJDWLYH HTXLW\ RI SUHYLRXV HQWLWLHV					
FKDUJHG WR UHWDLQHG HDUQLQJV					
1HW ORVV IRU WKH SHULRG					
%DODQFH DW -XQH					

6HH DFFRPSDQLQJ QRWHV WR FRQVROLGDWHG ILQDQFLDO VWDWHPHQWV

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Cash Flows
For the Six Months Ended June 30, 2010
(Unaudited)

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income (loss)	\$ (149,942)
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation/Amortization	27,922
Changes in receivables/payables	<u>46,812</u>
Net cash provided by (used in) operating activities	<u>(75,208)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Fixed/Intangible Assets	<u>(141,424)</u>
Net cash provided by (used in) investing activities	<u>(141,424)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Loan proceeds	<u>243,692</u>
Net cash provided by (used in) financing activities	<u>243,692</u>
NET INCREASE IN CASH	27,060
Cash at beginning of the year	<u>(2,298)</u>
Cash at end of the year	<u><u>\$ 24,762</u></u>

See accompanying notes to consolidated financial statements.

5

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Six Months Ended June 30, 2010
(Unaudited)

NOTE 1 ORGANIZATION AND BUSINESS

American Seniors Association and Subsidiaries, Inc. (formerly "ASF Group, Inc.") and subsidiaries ("the Company") was organized under Florida law in 1997. In January 2010, the Company changed its name from ASF Group, Inc. to American Seniors Association Holding Group, Inc. and changed its state of incorporation from Florida to Georgia.

The Company (a) is a national for-profit membership services organization which provides information and discounts to senior citizens; and (b) operates several restaurant businesses.

Prior to the Company's reorganization in 2010, the membership services business operated under a separate corporation, Another Chance for Seniors, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of American Seniors Association Holding Group, Inc., and its wholly owned subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's, Inc.

Generally Accepted Accounting Principles

The consolidated financial statements have been prepared by the Company's management with the intention of presenting information that reflects, in all material aspects, generally accepted accounting principles in the United States of America ("US GAAP"). However, the financial statements have not been audited and management makes no claim or opinion as to their conformity to US GAAP.

Revenue Recognition

Membership revenue is recognized when received. Royalties are received from third party benefit providers for the use of the Company's brand in benefit programs (insurance, credit cards, etc.) and recognized as revenue when received.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using the straight line method over the ~~expected useful lives of the property~~, from three to seven years.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Six Months Ended June 30, 2010
(Unaudited)

NOTE 3 NOTES PAYABLE

Outstanding borrowings as of June 30, 2010 consisted of the following:

1. Convertible promissory notes, with various interest rates and annual renewal fees; principal balance of \$2,204,790.
2. Demand loan; principal balance of \$15,000.

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.

Quarterly Report

For the Nine Months Ended September 30, 2010

ITEM 1. EXACT NAME OF ISSUER AND ADDRESS OF PRINCIPAL EXECUTIVE OFFICES

<u>Time Period</u>	<u>Name</u>
January 28, 2010 – Present	American Seniors Association Holding Group, Inc.
July 22, 2008 – January 28, 2010	ASF Group, Inc.
March 11, 2004 – July 22, 2008	Vision Media Technologies, Inc.
September 17, 2002 – March 11, 2004	Seafood Harvest Group, Inc.
September 29, 2000 – September 17, 2002	Legal Document Center, Inc.
September 24, 1997 – September 29, 2000	October Project IV Corp.

Address/Contact Information

3700 Mansell Road, Suite 220
Alpharetta, GA 30022
Phone: 800-951-0017
Email: info@americanseniors.org
Website: www.americanseniors.org

ITEM 2. SHARES OUTSTANDING

Common Stock:

For the period ended September 30, 2010

Shares authorized:	950,000,000
Shares outstanding:	25,103,415
Public float:	6,242,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	50

For the period ended December 31, 2009

Shares authorized:	950,000,000
Shares outstanding:	26,308,415
Public float:	5,842,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	27

For the period ended December 31, 2008

Shares authorized:	950,000,000
Shares outstanding:	23,108,414
Public float:	292,440
Number of beneficial shareholders:	1
Total number of shareholders of record:	18

Preferred Stock:

For the period ended September 30, 2010

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2009

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2008

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

ITEM 3. INTERIM FINANCIAL STATEMENTS

See attached quarterly balance sheet, statement of operations, statement of cash flow, and notes to the financial statements for the period ended September 30, 2010 at the end of this report.

ITEM 4. MANAGEMENT'S DISCUSSION AND ANALYSIS

The following discussion should be read in conjunction with the consolidated financial statements, including the notes to those statements, which are presented elsewhere in this report.

Overview

Prior to January 28, 2010 the Company was known as ASF Group, Inc. (“ASF Group”). On January 28, 2010 the Company completed a merger, whereby Another Chance for Seniors, Inc. (“Another Chance”) acquired the controlling stock of ASF Group. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. (“American Seniors Association”, “ASAHG” or “the Company”) and then changed its state of incorporation from Florida to Georgia.

The following analysis reflects the financial results of ASF Group prior to the merger and that of the combined Company following the merger. It does not include financial results of Another Chance prior to the merger.

Plan of operations

Prior to the merger, ASF Group’s business focus was the development of two start-up restaurant ventures: Kiosk Food Solutions, Inc. and Eddy Chan’s, Inc. Both entities were acquired by ASF Group in February 2008. Currently, the Company still owns the two restaurant subsidiaries but is looking to spin them off.

Since the merger, ASAHG’s primary business has been the continuation of the former business of Another Chance (which also operated under the trade name American Seniors Association): a national for-profit membership services organization which provides information and discounts to senior citizens.

ASAHG distinguishes itself in the marketplace by playing an active outspoken role with certain political issues. By publicizing its positions on these issues through various media outlets, the Company seeks to recruit membership from like-minded individuals. Specifically, the Company has identified itself as “a conservative alternative to AARP” in an attempt to entice members from its largest competitor. Additionally, the Company has loosely affiliated itself with other large membership-based politically-motivated organizations in order to increase its name recognition.

ASAHG has entered licensing partnerships with various companies in the insurance, credit card, and travel industries to provide discounts for Company members. These national and global partners include CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz Car Rental and Penske Truck Rental. The Company will continue to seek out quality vendors and service providers across an ever broadening spectrum as a part of their ongoing mission to enhance member benefits. The goal of the Company is to become one of the premier membership organizations in America by providing the most comprehensive member packages available.

In September, ASAHG announced the consummation of a strategic alliance with 60 Plus Association, Inc. (“60 Plus”), based in Washington, D.C. ASAHG paid \$100,000 plus other future consideration to enter a royalty licensing agreement providing the Company with exclusive access to the membership list of 60 Plus (more than 5 million households). The Company provided each member of 60 Plus with a one-year complimentary membership. With these new members, the Company anticipates significant increase in the use of the member programs and services, thereby increasing the revenue stream from royalties.

Additionally, the Company will work to retain these members during future renewal periods, which could generate substantial fees. The Company believes that this strategic alliance is the beginning of an exciting growth phase for ASAHG, both in the near term and future years.

Comparison of the Three Months Ended September 30, 2010 and June 30, 2010

	Three Months Ended	
	<u>September 30, 2010</u>	<u>June 30, 2010</u>
<u>Revenues From Operations</u>		
American Seniors Association	\$ 90,248	121,018
Restaurants	13,202	21,968
	<u>\$ 103,450</u>	<u>\$ 142,986</u>
<u>Net Income (Loss)</u>		
American Seniors Association	\$ 4,295	(17,953)
Restaurants	(3,830)	(11,454)
	<u>\$ 465</u>	<u>\$ (29,407)</u>

Off-Balance Sheet Arrangements

The Company does not have any material off-balance sheet arrangements that have, or are reasonably expected to have a current or future effect on the Company's financial condition.

ITEM 5. LEGAL PROCEEDINGS

Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator:

None.

ITEM 6. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 7. OTHER INFORMATION

Completion of Merger

Prior to January 28, 2010, the Company was known as ASF Group, Inc. (“ASF”). On January 28, 2010, the Company completed a merger, whereby Another Chance for Seniors, Inc. (“ACS”) acquired the controlling stock of ASF. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. (“American Seniors Association”, “ASAHG” or “the Company”) and then changed its state of incorporation from Florida to Georgia.

Following the merger, ACS was dissolved and all outstanding shares of ACS were exchanged on a 1-to-1.62 basis for shares in the newly redomesticated entity. No additional shares were issued of ASF were issued pursuant to the merger.

Following the merger and name change, the Company changed its trading symbol to “AMSA.”

Convertible Debt Obligations and Subsidiaries

Pursuant to the merger of ACS and ASF, the new Company, ASAHG, retained certain convertible debt obligations held by previous debt holders of ASF totaling approximately \$2 million. Additionally, the restaurant subsidiaries (described in Item 4: Management Discussion and Analysis) that were formerly owned by ASF became subsidiaries of ASAHG. Currently, management of ASAHG is in negotiations to spin off both the convertible debt and the subsidiaries to the pre-merger shareholders of ASF.

Principal Officers and Directors

Following the merger the officers and directors of ASAHG were/are:

Officers:

➤ Stuart B. Barton – President/Chief Executive Officer

Prior to ASAHG, Mr. Barton served as Vice-President of Sales and Marketing of the automotive division of Pro Marketing, Inc. He represented various manufacturers’ products to retailers including Auto Zone, Advance Auto Parts, CarQuest, Bumper to Bumper, and NAPA Auto Parts.

Mr. Barton is the son of Jerry Barton, the founder of American Seniors Association, who currently holds approximately 28% of the Company’s stock. Mr. Barton is also married to Amy Sollenberger, Secretary/Treasurer of the Company.

➤ Amy Sollenberger – Secretary/Treasurer

Prior to ASAHG, Ms. Sollenberger had extensive experience in political campaigning, marketing and volunteer management with the Georgia Republican Party and several state elected officials/candidates.

Ms. Sollenberger is married to Stuart Barton, President of the Company.

Directors:

- Jerry Barton
- Jack McDaniel
- Randy Nichols
- Donna Rayburn

Amendments to Articles of Incorporation and Bylaws

Pursuant to the merger and redomestication, the Company amended both its articles of incorporation and its bylaws.

ITEM 9. ISSUER'S CERTIFICATIONS

I, Stuart Barton, President, certify that:

1. I have reviewed this quarterly disclosure statement of American Seniors Association Holding Group, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Dated: November 15, 2010


A handwritten signature in black ink, appearing to read 'Stuart Barton', is written over a horizontal line.

Stuart Barton, President

I, Amy Sollenberger, Secretary/Treasurer, certify that:

1. I have reviewed this quarterly disclosure statement of American Seniors Association Holding Group, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Dated: November 15, 2010



Amy Sollenberger, Secretary/Treasurer

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

**FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2010
(UNAUDITED)**

American Seniors Association Holding Group, Inc. and Subsidiaries

Table of Contents

Consolidated Financial Statements

For the Three Months Ended September 30, 2010
(Unaudited)

Consolidated Balance Sheet	2
Consolidated Statement of Operations	3
Consolidated Statement of Stockholders' Equity	4
Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements	6

American Seniors Association Holding Group, Inc. and Subsidiaries
Balance Sheet
As of September 30, 2010
(Unaudited)

September 30, 2010

ASSETS	
CURRENT ASSETS	
Cash	\$ 9,561
Other current assets	<u>1,486</u>
Total current assets	<u>11,047</u>
PROPERTY AND EQUIPMENT, net	<u>67,606</u>
INTANGIBLE ASSETS, net	<u>71,498</u>
OTHER ASSETS	
Due from affiliates	10,901
Other assets	1,795
Investment in affiliate	<u>102,500</u>
Total other assets	<u>115,196</u>
TOTAL ASSETS	<u><u>\$ 265,347</u></u>
 LIABILITIES AND STOCKHOLDERS' EQUITY	
ACCOUNTS PAYABLE	\$ 20,195
LONG TERM LIABILITIES	<u>2,340,191</u>
TOTAL LIABILITIES	<u>2,360,386</u>
STOCKHOLDERS' EQUITY	
Common stock	115,678
Additional paid in capital	5,200
Retained earnings	<u>(2,215,917)</u>
TOTAL STOCKHOLDERS' EQUITY	<u>(2,095,039)</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 265,347</u></u>

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Operations
(Unaudited)

	Nine Months Ended September 30, 2010	Three Months Ended September 30, 2010
REVENUES		
Membership dues	\$ 139,988	\$ 35,187
Royalties	117,499	55,061
Food sales	64,337	13,202
Other revenues	25,182	-
Total revenues	<u>347,006</u>	<u>103,450</u>
COST OF SALES	<u>40,393</u>	<u>5,404</u>
GROSS PROFIT	<u>306,613</u>	<u>98,046</u>
OPERATING EXPENSES		
Professional fees	96,423	1,000
Salaries and benefits	196,292	63,403
General and administrative	77,940	13,095
Advertising	18,704	557
Depreciation/Amortization	38,898	10,976
Rent	24,825	8,550
Interest	3,008	-
Total operating expenses	<u>456,090</u>	<u>97,581</u>
NET INCOME (LOSS)	<u>\$ (149,477)</u>	<u>\$ 465</u>

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Stockholders' Equity
For the Nine Months Ended September 30, 2010
(Unaudited)

	<u>Common Stock</u>		<u>Additional Paid In Capital</u>	<u>Accumulated Deficit</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>			
Balance at December 31, 2009	26,308,415	\$ 115,678	\$ 5,200	\$ (2,029,442)	\$ (1,908,564)
Recapitalization for merger; negative equity of previous entities charged to retained earnings				(36,998)	(36,998)
Net loss for the period				(149,477)	(149,477)
Balance at September 30, 2010	<u>26,308,415</u>	<u>\$ 115,678</u>	<u>\$ 5,200</u>	<u>\$ (2,215,917)</u>	<u>\$ (2,095,039)</u>

American Seniors Association Holding Group, Inc. and Subsidiaries
Statement of Cash Flows
For the Nine Months Ended September 30, 2010
(Unaudited)

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income (loss)	\$ (149,477)
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation/Amortization	38,898
Changes in receivables/payables	<u>18,366</u>
Net cash provided by (used in) operating activities	<u>(92,213)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment in affiliate	(102,500)
Loans to affiliate	(2,428)
Fixed assets	<u>(5,300)</u>
Net cash provided by (used in) investing activities	<u>(110,228)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Loan proceeds	<u>214,300</u>
Net cash provided by (used in) financing activities	<u>214,300</u>
NET INCREASE IN CASH	11,859
Cash at beginning of the period	<u>(2,298)</u>
Cash at end of the period	<u><u>\$ 9,561</u></u>

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Nine Months Ended September 30, 2010
(Unaudited)

NOTE 1 – ORGANIZATION AND BUSINESS

American Seniors Association and Subsidiaries, Inc. (formerly “ASF Group, Inc.”) and subsidiaries (“the Company”) was organized under Florida law in 1997. In January 2010, the Company changed its name from ASF Group, Inc. to American Seniors Association Holding Group, Inc. and changed its state of incorporation from Florida to Georgia.

The Company (a) is a national for-profit membership services organization which provides information and discounts to senior citizens; and (b) operates several restaurant businesses.

Prior to the Company’s reorganization in 2010, the membership services business operated under a separate corporation, Another Chance for Seniors, Inc.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of American Seniors Association Holding Group, Inc., and its wholly owned subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan’s, Inc.

Generally Accepted Accounting Principles

The consolidated financial statements have been prepared by the Company’s management with the intention of presenting information that reflects, in all material aspects, generally accepted accounting principles in the United States of America (“US GAAP”). However, the financial statements have not been audited and management makes no claim or opinion as to their conformity to US GAAP.

Revenue Recognition

Membership revenue is recognized when received. Royalties are received from third party benefit providers for the use of the Company’s brand in benefit programs (insurance, credit cards, etc.) and recognized as revenue when received.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using the straight line method over the expected useful lives of the property, from three to seven years.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Nine Months Ended September 30, 2010
(Unaudited)

NOTE 3 – NOTES PAYABLE

Outstanding borrowings as of September 30, 2010 consisted of the following:

1. Convertible promissory notes, with various interest rates and annual renewal fees; principal balance of \$2,325,191.
2. Demand loan; principal balance of \$15,000.

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
Annual Report
For the Twelve Months Ended December 31, 2010

PART A. GENERAL COMPANY INFORMATION

ITEM I. THE EXACT NAME OF THE ISSUER AND ITS PREDECESSOR (IF ANY)

American Seniors Association Holding Group, Inc. (“ASAHG,” or “the Company”)

Predecessor entities within the past five years:

<u>Time Period</u>	<u>Name</u>
July 22, 2008 – January 28, 2010	ASF Group, Inc.
March 11, 2004 – July 22, 2008	Vision Media Technologies, Inc.

ITEM II. THE ADDRESS OF THE ISSUER’S PRINCIPAL EXECUTIVE OFFICES

3700 Mansell Road, Suite 220
Alpharetta, GA 30022
Phone: 800-951-0017
Email: info@americanseniors.org
Website: www.americanseniors.org

ITEM III. THE JURISDICTION(S) AND DATE OF THE ISSUER’S INCORPORATION OR ORGANIZATION

The Company changed its state of incorporation from Florida to Georgia on January 28, 2010.

PART B. SHARE STRUCTURE

ITEM IV. THE EXACT TITLE AND CLASS OF SECURITIES OUTSTANDING

The Company has 950,000,000 common shares and 100,000,000 preferred shares authorized. The Company’s trading symbol is AMSA and its CUSIP Number is 029578101.

ITEM V. PAR OR STATED VALUE AND DESCRIPTION OF THE SECURITY

A. *Par or Stated Value.* The common and preferred stock have par value per share of \$0.001.

B. *Common or Preferred Stock.*

1. Each share of common stock has one vote and is entitled to dividends if and when authorized and issued by the board of directors. There are no preemptive rights.
2. The preferred stock has voting rights per share equivalent to one hundred shares of common stock. No shares of preferred stock have been issued to date.
3. There are no material rights of the common or preferred stockholders.
4. There are no provisions in the charter or by-laws that would delay, defer or prevent a change in control of the issuer.

ITEM VI. THE NUMBER OF SHARES OR TOTAL AMOUNT OF THE SECURITIES OUTSTANDING FOR EACH CLASS OF SECURITIES AUTHORIZED

Common Stock:

For the period ended December 31, 2010

Shares authorized:	950,000,000
Shares outstanding:	55,235,915
Public float:	4,759,535
Number of beneficial shareholders:	1
Total number of shareholders of record:	54

For the period ended December 31, 2009

Shares authorized:	950,000,000
Shares outstanding:	26,308,415
Public float:	5,842,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	27

PART C. BUSINESS INFORMATION

ITEM VII. THE NAME AND ADDRESS OF THE TRANSFER AGENT

Globex Transfer, LLC
780 Deltona Blvd., Suite 202

Deltona, Florida 32725
Phone: 386-785-3326
Fax: 386-267-3124

Globex Transfer LLC is registered under the federal Exchange Act, and as such is regulated by the Securities and Exchange Commission, in conjunction with FINRA.

ITEM VIII. THE NATURE OF THE ISSUER'S BUSINESS

A. Business Development

1. The form of organization of the issuer (e.g., corporation, partnership, limited liability company, etc.).

The Company is a Georgia corporation.

2. The year that the issuer (or any predecessor) was organized.

The Company reincorporated into Georgia on January 28, 2010.

3. The issuer's fiscal year end date.

December 31.

4. Whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding.

N/A.

5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets.

Prior to January 28, 2010 the Company was known as ASF Group, Inc. ("ASF Group"). On January 28, 2010 the Company completed a merger, whereby Another Chance for Seniors, Inc. ("Another Chance") acquired the controlling stock of ASF Group. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. ("American Seniors Association", "ASAHG" or "the Company") and then changed its state of incorporation from Florida to Georgia.

6. Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments.

N/A.

7. Any change of control.

As described above, the Company underwent a reverse merger whereby 100% of the stock was acquired.

8. Any increase of 10% or more of the same class of outstanding equity securities.

During the fourth quarter of 2010, the majority shareholder of the Company converted approximately \$308,000 of debt into 30,000,000 shares of common stock.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization.

As described above, the Company experienced a reverse merger on January 28, 2010.

As of December 31, 2010, the Company had spun off its two subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's, Inc.

10. Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board.

N/A

11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

N/A

B. Business of Issuer

Prior to the 2010 merger, the Company's business focus was the development of two start-up restaurant ventures: Kiosk Food Solutions, Inc. and Eddy Chan's, Inc. Since the merger, ASAHG's primary business has been a national for-profit membership services organization which provides information and discounts to senior citizens.

Additional information:

1. The primary SIC Code is 8399.
2. The Company is currently conducting operations.
3. The Company is not and never has been a shell company.
4. During 2010, the Company had two subsidiaries: Kiosk Food Solutions, Inc. and Eddy Chan's, Inc. As of December 31, 2010, the Company had spun off these two entities. Operations of the subsidiaries are reflected in earnings as income from discontinued operations.
5. Except for normal licensing and tax collection requirements, the Company is not subject to government regulations in any material aspect of its business activities.
6. Research and development activities: N/A.

7. Cost and effects of compliance with environmental laws: N/A.
8. The Company employs five full time employees.

ITEM IX. THE NATURE OF PRODUCTS OR SERVICES OFFERED

Membership services and discounts. See management discussion and analysis section.

ITEM X. THE NATURE AND EXTENT OF THE ISSUER'S FACILITIES

N/A

PART D. MANAGEMENT STRUCTURE AND FINANCIAL INFORMATION

ITEM XI. THE NAME OF THE CHIEF EXECUTIVE OFFICER, MEMBERS OF THE BOARD OF DIRECTORS, AS WELL AS CONTROL PERSONS

A. Officers and Directors

Note: All officers/directors can be reached at the Company's mailing address.

- Phil Kent – Chief Executive Officer (as of March 28, 2011)
Mr. Kent took over as CEO effective March 28, 2011. Mr. Kent is an Atlanta-based media consultant, author, former newspaper editor and past president of the Southeastern Legal Foundation.
- Stuart B. Barton – Former Chief Executive Officer (resigned March 24, 2011)
Prior to ASAHG, Mr. Barton served as Vice-President of Sales and Marketing of the automotive division of Pro Marketing, Inc. He represented various manufacturers' products to retailers including Auto Zone, Advance Auto Parts, CarQuest, Bumper to Bumper, and NAPA Auto Parts.
- Amy Sollenberger Barton – Former Secretary/Treasurer (resigned March 24, 2011)
Prior to ASAHG, Mrs. Barton had extensive experience in political campaigning, marketing and volunteer management with the Georgia Republican Party and several state elected officials/candidates.
- Jack McDaniel – Director
Mr. McDaniel owns 25,000 restricted shares of Company common stock. He currently is a sales associate with Aflac Insurance and previously was a broker with EF Hutton, managing the Jackson, MS office.
- Randy Nichols – Director
Mr. Nichols owns 25,000 restricted shares of Company common stock. He has over 30 years of experience in golf course design and maintenance, serving on numerous state and national boards in the industry.

B. Legal/Disciplinary History

None of the officers or directors has been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding, or had an order, judgment or decree entered by a court of competent jurisdiction that in any way enjoined, barred, suspended or otherwise limited that officer or director's involvement in any business, securities, commodities, or banking activities; nor has any officer or director been the subject of any finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended or vacated; or been the subject of the entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited any officer or director's involvement in any type of business of securities activities.

C. Disclosure of Family Relationships

N/A

D. Related Party Transactions

As of the time of the merger in January 2010, 21st Century Alliance Trust had loaned the Company approximately \$308,000, held as convertible notes. During December 2010, the loans were converted into 30,000,000 shares of common stock.

E. Conflicts of Interest

N/A

ITEM XII. FINANCIAL INFORMATION FOR THE ISSUER'S MOST RECENT FINANCIAL PERIOD

Annual balance sheet, statement of operations, statement of cash flow, and notes to the financial statements for the period ended December 31, 2010 are attached at the end of this report.

ITEM XIII. SIMILAR FINANCIAL INFORMATION FOR SUCH PART OF THE TWO PRECEDING FISCAL YEARS AS THE ISSUER OR ITS PREDECESSOR HAS BEEN IN EXISTENCE

Financial statements for the Company have been separately filed with Pink Sheets for the years ended December 31, 2009 and 2008, including annual balance sheets, statements of operations, statements of cash flow, and notes to the financial statements.

ITEM XIV. BENEFICIAL OWNERS

The following table lists information about shareholders who beneficially own more than 5% of Company common stock as of December 31, 2010.

<u>Name</u>	<u>Number of Shares</u>	<u>% of Ownership</u>	<u>Address</u>
21 st Century Alliance Trust	33,353,028	60.4%	1651 Lighthouse Circle, Greensboro, GA 30642
Stuart Barton	3,000,000	5.4%	3070 Ascot Lane, Roswell, GA 30076
Cede & Company	2,784,106	5.0%	PO Box 222 Bowling Green Stat, New York, New York 10274

ITEM XV. THE NAME, ADDRESS, AND TELEPHONE NUMBER OF EACH OF THE FOLLOWING OUTSIDE PROVIDERS THAT ADVISE THE ISSUER ON MATTERS RELATING TO THE OPERATIONS, BUSINESS DEVELOPMENT AND DISCLOSURE:

1. Investment banker: None
2. Promoters: None
3. Counsel:
Bradley E. Essman
118 E Tarpon Ave, #213
Tarpon Springs, FL 34689
Phone: 727-937-2121
Email: bradessman@essmanlaw.com
4. Accountant:
Post & Associates, LLC
3475 Dallas Hwy, #125
Marietta, GA 30064
Phone: 678-290-5100
5. Public relations consultant: None
6. Investor relations consultant: None
7. Any other advisors that assisted, advised, prepared or provided information with respect to this disclosure statement: None

ITEM XVI. MANAGEMENT'S DISCUSSION AND ANALYSIS AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the financial statements, including the notes to those statements, which are presented elsewhere in this report.

Overview

Prior to January 28, 2010 the Company was known as ASF Group, Inc. ("ASF Group"). On January 28, 2010 the Company completed a merger, whereby Another Chance for Seniors, Inc. ("Another Chance") acquired the controlling stock of ASF Group. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. ("American Seniors Association", "ASAHG" or "the Company") and then changed its state of incorporation from Florida to Georgia.

The following analysis reflects the financial results of ASF Group prior to the merger and that of the combined Company following the merger. It does not include financial results of Another Chance prior to the merger.

Plan of operations

Prior to the merger, ASF Group's business focus was the development of two start-up restaurant ventures: Kiosk Food Solutions, Inc. and Eddy Chan's, Inc. Both entities were acquired by ASF Group in February 2008. As of December 31, 2010, the Company had spun off the two restaurant subsidiaries by distributing stock in the restaurant entities to Company shareholders.

Since the merger, the Company's primary business has been the continuation of the former business of Another Chance (which also operated under the trade name American Seniors Association): a national for-profit membership services organization which provides information and discounts to senior citizens.

ASAHG distinguishes itself in the marketplace by playing an active outspoken role with certain political issues. By publicizing its positions on these issues through various media outlets, the Company seeks to recruit membership from like-minded individuals. Specifically, the Company has identified itself as "a conservative alternative to AARP" in an attempt to entice members from its largest competitor. Additionally, the Company has loosely affiliated itself with other large membership-based politically-motivated organizations in order to increase its name recognition.

ASAHG has entered licensing partnerships with various companies in the insurance, credit card, and travel industries to provide discounts for Company members. These national and global partners include CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz Car Rental and Penske Truck Rental. The Company will continue to seek out quality vendors and service providers across an ever broadening spectrum as a part of their ongoing mission to enhance member benefits. The goal of the Company is to

become one of the premier membership organizations in America by providing the most comprehensive member packages available.

In September, ASAHG announced the consummation of a strategic alliance with 60 Plus Association, Inc. (“60 Plus”), based in Washington, D.C. ASAHG paid \$100,000 plus other future consideration to enter a royalty licensing agreement providing the Company with exclusive access to the membership list of 60 Plus (more than 5 million households). The Company provided each member of 60 Plus with a one-year complimentary membership. With these new members, the Company anticipates significant increase in the use of the member programs and services, thereby increasing the revenue stream from royalties. Additionally, the Company will work to retain these members during future renewal periods, which could generate substantial fees. The Company believes that this strategic alliance is the beginning of an exciting growth phase for ASAHG, both in the near term and future years.

The contract with 60 Plus renews annually and will require additional payments of \$100,000 per year if the Company chooses to continue using the 60 Plus membership list.

PART E. ISSUANCE HISTORY

ITEM XVII. LIST OF SECURITIES OFFERINGS AND SHARES ISSUED FOR SERVICES IN THE PAST TWO YEARS.

See table attached to this report as Exhibit A. All shares listed were issued pursuant to the January 28, 2010 merger or have been issued since that date.

All share offerings were private, unregistered, and restricted; all certificates contained legends which state that the shares have not been registered under the Securities Act and which refer to the restrictions on transferability and sales under the Securities Act.

PART F. EXHIBITS

ITEM XVIII. MATERIAL CONTRACTS

Copy of contract with 60 Plus attached to this report as Exhibit B.

ITEM XIX. ARTICLES OF INCORPORATION AND BYLAWS

Amended articles of incorporation and bylaws are attached to this report as Exhibit C and Exhibit D.

ITEM XX. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

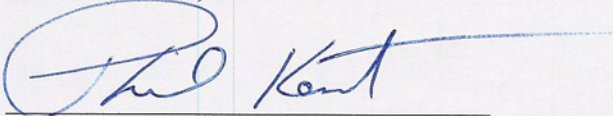
N/A

ITEM XXI. ISSUER'S CERTIFICATIONS

I, Phil Kent, Chief Executive Officer, certify that:

1. I have reviewed this annual disclosure statement of American Seniors Association Holding Group, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Dated: March 30, 2011

A handwritten signature in blue ink, appearing to read "Phil Kent", is written over a horizontal line.

Phil Kent, Chief Executive Officer

EXHIBIT A – CAPITALIZATION TABLE

<u>Name</u>	<u>Controlling person</u>	<u>Shares issued in 2010</u>
21 st Century Alliance Trust	O.A. Kimball	33,353,028
Jerry Barton		1,870,922
Charlotte Schaffer		1,083,044
Gil Hughes Radke & Ann Gibbons Radke		926,815
Alan R Turem PC		812,284
Mountain Life of Colorado, Inc	John Marseilles	568,598
Global Trading Systems Technology	Steven Hirsch	568,598
Jaime Reynolds		541,522
Roger P. Glass		541,522
Sid Moosnick		541,522
JK Mcdonald		540,980
Glen Massey & Elise Massey		540,980
Bill fish Consulting	Paul Cornell	538,592
Gary Singer		406,142
Gulf Stream Financial, LLC	Gilbert Farnsworth	406,142
Rhondal Lee Linkous, Jr.		380,758
AMG/3 Mark	Jerry Klamer	333,000
William Kratzenberg		135,380
Kenneth Ellis		121,842
Brad Essman		50,000
James Sanders		40,630
Scott Bear		40,615
Stanley Merdinger		40,615
William Whitten		40,614
Jack McDaniel		25,000
William Hatcher		13,538
Randy Nichols		10,000
Total		<u><u>44,472,683</u></u>

EXHIBIT B – CONTRACT WITH 60 PLUS

ROYALTY LICENSING AGREEMENT

THIS ROYALTY LICENSING AGREEMENT, is made this 17th day of September, 2010, by and between 60 Plus Association, Inc., a Commonwealth of Virginia non-stock, non-profit corporation qualified as tax exempt under Section 501(c)(4) of the Internal revenue Code located at 515 King Street, Suite 315, Alexandria, Virginia 22314 (hereinafter referred to as "60 Plus"), and American Seniors Association Holding Group, Inc., a Georgia stock corporation located at 3700 Mansell Road, Suite 220, Alpharetta, Georgia 30022 (hereinafter referred to as "ASA"),

WHEREAS, the name 60 PLUS, and its derivatives (hereinafter referred to as "Name"), has gained goodwill among, and is recognized by, the members of 60 PLUS and the public; and,

WHEREAS, 60 PLUS is the owner of all of the right title and interest in certain unregistered common law trademarks and service marks (hereinafter referred to collectively as the "Marks"); and

WHEREAS, 60 PLUS is the owner of the compilation of names and addresses and e-mail addresses of its members and supporters, and of the information and data contained in such compilation (hereinafter referred to as "the List"); and,

WHEREAS, 60 PLUS's Name, Marks and List, and the registrations thereof, are identified and set forth in Attachment A to this Agreement (hereinafter referred to as "the Name, Marks and List"); and,

WHEREAS, the Name, Marks and List, constitute valuable intangible property owned by 60 PLUS; and,

WHEREAS, ASA is desirous of using the Name, Marks, and List, in connection with its business;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grant of License. 60 PLUS grants to ASA a non-exclusive, non-transferable License, subject to a limited non-compete agreement in Section 6 of this Agreement, to use the Name and Marks, solely in connection with the marketing and sale by ASA of its products and services via direct mail and the Internet, and accepts this License subject to the terms and conditions set forth in this Agreement.

2. Ownership of the Name, Marks and List. ASA acknowledges the ownership by 60 PLUS of the Name, Marks and List; agrees it will do nothing inconsistent with such ownership; and agrees that all uses of the Name and Marks by ASA shall inure to the benefit of and be on behalf of 60 PLUS. ASA agrees that nothing in this License shall give ASA any

right, title, or interest in the Name, Marks and List, other than the right to use the same in accordance with this License; ASA agrees that it shall not attack 60 PLUS's right, title and interest in the Name, Marks and List, or attack the validity of this License.

3. Form of Use. ASA agrees to use the Name and Marks only to (a) offer a link on its Internet site to the 60 PLUS web site, www.60plus.org; and (b) to promote its products and services to the 60 PLUS members and supporters, in the form and manner and with the appropriate legends and text prescribed from time to time by 60 PLUS, and not to use the Name and Marks in combination with any other trademark or service mark or name without the prior written approval of 60 PLUS.

4. Acknowledgment of Sponsorship. 60 PLUS agrees to acknowledge the sponsorship and promotion by ASA of 60 PLUS and 60 PLUS's programs and activities by placing on the www.60Plus.org web site, the ASA logo beneath the words, "Special Sponsor of 60 PLUS," which will provide a hyperlink to a web page of ASA. 60 PLUS shall prescribe the size and placement of the foregoing logo and words. Visitors who click on the hyperlink to the ASA Internet site could purchase goods and services directly from ASA. ASA represents it has the capability of identifying those who use the sponsorship hyperlink to purchase goods and/or services.

5. Quality Maintenance. ASA agrees to cooperate with 60 PLUS in facilitating 60 PLUS's standards and control over all advertising, promotional, marketing, and other related uses of the Name, Marks and List and acknowledges the interest of 60 PLUS in regulating and safeguarding its goodwill and the worth of the Name, Marks and List. While 60 PLUS agrees to cooperate with ASA in ASA's marketing efforts, ASA agrees that no use of the intangible property rights of 60 PLUS shall be made unless 60 PLUS approves of a particular proposed use in advance. Subject to the foregoing, ASA shall control the development and implementation of its marketing program and the sale of ASA's goods and/or services (such goods and services are listed on Attachment B).

6. Limited Non-Compete. 60 PLUS acknowledges that during the term of this Agreement, and any extension of the said term, 60 PLUS will not enter into an agreement similar to this Agreement with any entity that provides the goods or services listed on Exhibit B.

7. Expenses and Losses. 60 PLUS shall not be responsible for any expense associated with the production and publication of ASA's advertising, promotional, and marketing materials and shall not be responsible for any expense or loss incurred by ASA in exercising the rights licensed to it in this Agreement or in connection with its business. All such expenses and losses shall be borne by ASA, and ASA shall be responsible for and shall pay all expenses, including any expense which may be incurred by 60 PLUS in installing the ASA sponsorship acknowledgment hyperlink on www.60Plus.org.

8. Royalties Payable to Owner. In consideration of the License granted in paragraph 1 of this Agreement, ASA shall pay 60 PLUS a royalty:

- a. Concurrent with the execution of this Agreement, and upon each renewal of this Agreement, ASA shall pay 60 Plus a royalty equal to \$100,000.00 for the license to use the marks and name;
- b. Within six (6) months of the execution of this Agreement, or the execution of any renewal of this Agreement, ASA shall pay 60 Plus a royalty equal to \$150,000.00 for the license to use the List one time during the one-year term of this Agreement; and
- c. Finally, throughout the term of this Agreement, or any renewal period, ASA shall pay 60 Plus a royalty equal to \$1.00 for every person that signs up as a member of ASA through the ASA hyperlink on www.60Plus.org, or through any other effort by ASA related to the use of the Name, Marks and/or List. Royalties payable to 60 PLUS under this Section 8(c) shall be calculated monthly and shall be due and payable to 60 PLUS within thirty (30) days after the one year anniversary date of this Agreement, and any renewal date thereafter. With each royalty payment, ASA shall submit to the 60 PLUS a copy of ASA's records of the gross memberships on a monthly basis. ASA agrees that a representative of 60 PLUS may examine the records of ASA once each year, upon reasonable notice to ASA at ASA's principal office during regular business hours, to confirm the accuracy of the gross memberships. 60 PLUS and 60 PLUS's representative shall not be entitled to examine any other business records of ASA except as may be required to determine or confirm said gross revenues.

9. Infringements. ASA agrees to notify 60 PLUS promptly as it comes to ASA's attention of any unauthorized use of the Name, Marks and/or List by others. 60 PLUS shall have the sole right and discretion to bring infringement or unfair competition proceedings against such others.

10. Relationship of the Parties. Each party is solely responsible for executing and controlling its respective duties under this Agreement and they are neither jointly responsible for, nor jointly in control of, any activity contemplated herein. This Agreement neither creates, nor intends to create, a joint venture or agency relationship. Neither 60 PLUS, nor ASA, shall have liability or responsibility for the acts or omissions of the other.

11. Indemnifications. 60 PLUS agrees and does hereby indemnify ASA and hold ASA harmless from and against any and all third-party claims, demands, legal proceedings, judgments, and expenses, including attorney's fees, suffered or incurred by ASA for or by reason of the exercise by ASA of the license granted in paragraph 1 of this Agreement.

ASA agrees and does hereby indemnify 60 PLUS and holds 60 PLUS harmless from and against any and all third-party claims, demands, legal proceedings, judgments, and expenses, including attorneys' fees, suffered or incurred by 60 PLUS for or by reason of the errors or omissions of ASA in the conduct of its business, including negligence or malfeasance in the marketing, sale or delivery to subscribers of ASA's product.

12. Term and Termination. This Agreement shall commence on the date first above written and shall, unless sooner terminated in accordance with provisions of this paragraph, terminate twelve months after that date. This Agreement may be renewed for successive twelve-month periods upon written agreement executed by both parties. This Agreement, and any renewals thereof, may be sooner terminated by either party upon forty-five (45) days advance written notice to the other party and shall be sooner terminated in the event of (a) any affirmative act of insolvency by ASA , (b) the appointment of a receiver or trustee to take possession of the property of ASA , (c) the winding-up, sale, consolidation, or merger, or any sequestration by governmental authority, of ASA , (d) material breach of any provision hereof by either party, which breach is not corrected within thirty (30) days after written notice of such breach is given by the other party, or (e) the loss by either party of its legal authority to perform under this Agreement or to engage in its business.

13. Effect of Termination. The termination of this Agreement shall not cause the termination of any provision of paragraphs 2, 7, 8, 9, 11 or 14, which by their nature are continuing obligations. Upon termination of this Agreement, ASA agrees to immediately discontinue all use of the Name, Marks and List and any term confusingly similar to the Name, Marks and List, and to cooperate with 60 PLUS or its appointed agent in destroying all materials bearing the Name, Marks and List. ASA agrees that all rights in the Name, Marks and List and the goodwill connected therewith shall remain the property of 60 PLUS.

14. Confidentiality of Information. ASA acknowledges that the Name, Marks and List, and all compilations of the names, addresses and e-mail addresses of Members and supporters shall constitute confidential, proprietary, and privileged information; and, ASA covenants and agrees to utilize such information only as permitted in this Agreement. ASA acknowledges 60 PLUS has the right to enforce ASA's covenant under this paragraph at law or in equity, as 60 PLUS may determine, and that 60 PLUS shall suffer irreparable and immediate harm and damage from any unauthorized use of the Name, Marks and List, or such information.

15. Waiver. The failure of one party to promptly enforce a right hereunder shall not constitute a waiver of such right; and, the waiver by one party of a right upon the breach of this Agreement by the other shall not constitute a waiver of subsequent breaches.

16. Interpretation of Agreement. It is agreed that this Agreement shall be interpreted according to the laws of the Commonwealth of Virginia. Notwithstanding the foregoing, it is acknowledged that each party negotiated and executed this Agreement in its office and neither party shall, by reason of negotiating or executing this Agreement, be construed to have engaged in business in the State of the other.

17. Notices. Any notice required under this Agreement shall be in writing and be transmitted by registered or certified mail, return receipt requested, addressed to the office address of the party to whom notice is given; and, the return receipt shall be evidence that such notice was given.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. No other prior or contemporaneous promise, obligation, statement, or understanding between the parties, whether written or verbal, shall be valid or binding. This Agreement may be amended only by a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, and it shall be considered dated, as of the date first above written.

60 PLUS ASSOCIATION, INC.

AMERICAN SENIORS ASSOCIATION
HOLDING GROUP, INC.

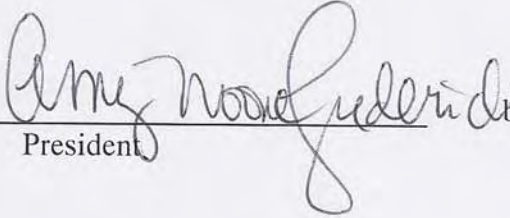

By:  President
by: 
NAME: Stuart B. Barton
TITLE: PRESIDENT + CEO

EXHIBIT C – AMENDED ARTICLES OF INCORPORATION

STATE OF GEORGIA

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF CONVERSION

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that a certificate of conversion has been filed on **02/19/2010** converting

ASF GROUP, INC.
a **Foreign Non-Qualifying Entity**

to

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
a **Domestic Profit Corporation**

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid. Conversion of the above-named entity is effective upon issuance of this certificate.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on February 19, 2010



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

CERTIFICATE OF CONVERSION BY A FOREIGN BUSINESS CORPORATION
TO BECOME A GEORGIA BUSINESS CORPORATION UNDER
THE GEORGIA BUSINESS CORPORATION CODE
PURSUANT TO O.C.G.A. 14-2-1109.2

1. The name of the foreign corporation making the election to convert to a Georgia business corporation is ASF Group, Inc. ("**Entity**"), a corporation duly organized and in good standing under the laws of Florida.
2. The Entity elects to become a business corporation under the Georgia Business Code (O.C.G.A. § 14-2-101 et seq.)
3. The name of the Georgia business corporation to be formed by the conversion is American Seniors Holding Association, Inc.
4. The election shall become effective with the filing of this Certificate with the Secretary of State for the State of Georgia.
5. This election has been approved by the shareholders of the Entity in accordance with O.C.G.A. § 14-2-1109.2.
6. With this Certificate of Conversion, Articles of Incorporation in the form required by O.C.G.A. § 14-2-202, setting forth the name of the entity that satisfies the requirements of O.C.G.A. § 14-2-401 and that such Articles of Incorporation shall be the Articles of Incorporation of the corporation formed pursuant to the election unless and until modified in accordance with the Georgia Business Code (O.C.G.A. § 14-2-101 et seq.).
7. The shareholders of the Georgia business corporation being formed from the Entity, pursuant to this conversion, have adopted Articles of Incorporation that are effective immediately upon the effectiveness of this conversion. Each shareholder in the Entity prior to conversion will be entitled to convert their respective ownership interest on a one to one basis for shares in Georgia business corporation formed pursuant to this conversion.

IN WITNESS WHEREOF, this Certificate of Conversion by a foreign business corporation to become a business corporation under the Georgia Business Corporation Code pursuant to O.C.G.A. § 14-2-1109.2 has been executed on this 18th day of February, 2010.

2010 FEB 19 AM 10:51
CORPORATIONS DIVISION


Alan R. Turem, Esq.
Attorney for ASF Group, Inc.

State of Georgia
Expedite Conversion 4 Page(s)



T1005310505

State of Florida

Department of State

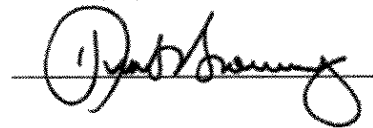
I certify from the records of this office that ASF GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on September 24, 1997.

The document number of this corporation is P97000082732.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on January 20, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eighteenth day of February, 2010*



Secretary of State



Authentication ID: 700169673027-021810-P97000082732

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

STATE OF GEORGIA

COUNTY OF FULTON

**ARTICLES OF INCORPORATION
OF
AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
("Corporation")**

The undersigned natural person, acting as Incorporator for the Corporation, pursuant to the Georgia Business Corporation Code, herein adopts the following Articles of Incorporation.

**ARTICLE 1.
Name of the Corporation**

The name of the Corporation is **AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.**

**ARTICLE 2.
Name of the Incorporator**

The name and address of the Incorporator is Alan R. Turem, Esq., 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342.

**ARTICLE 3.
Principal Office of the Corporation**

The mailing address of the principal office of the Corporation will be 3700 Mansell Road, Suite 220, Alpharetta, Georgia 30022.

**ARTICLE 4.
Registered Agent and Registered Address**

The initial registered office of the Corporation is at 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342 and the initial registered agent of the Corporation at said address shall be Alan R. Turem, P.C., 4651 Roswell Road, Suite B-105, Atlanta, Georgia 30342.

**ARTICLE 5.
Shares**

a) The Corporation shall be authorized to issue the following shares:

<u>Class</u>	<u>Number of shares</u>	<u>Par Value</u>
Common	950,000,000	\$.001

Preferred 100,000,000 \$.001

b) The designations and the powers, preferences and rights, and the qualifications or restrictions of the Preferred Shares are as follows:


- 1) 20,000,000 Preferred Shares shall be designated as Series A Preferred Shares. The Series A Preferred Shares shall have all of the rights and attributes of common stock. On all matters for which shareholders approval is required, each Series A Preferred Share shall be equal to one hundred Common Shares.
- 2) 80,000,000 Preferred Shares shall be issued from time to time in one or more series, with such distinctive serial designations as shall be stated and expressed in the resolution or resolutions providing for the issue of such shares as adopted by the Board of Directors; the Board of Directors is expressly authorized to fix the annual rate or rates of dividends for the particular series, the dividend payment dates for the particular series, and the date from which dividends on all shares of such series issued prior to the record date for the first dividend payment date shall be cumulative, the redemption price or prices for the particular series, the voting powers for the particular series, the rights, if any, of holders of the shares of the particular series to convert the same into shares of any other series or class or other securities of the corporation, with any provisions for the subsequent adjustment of such conversion rights, the rights, of any, of the particular series to participate in distributions or payments upon liquidation, dissolution or winding up of the corporation, and to classify or reclassify any unissued preferred shares by fixing or altering from time to time any of the forgoing rights, privileges and qualifications.

ARTICLE 6.

Purpose

The Corporation shall be organized for any and all purposes authorized under the laws of the State of Georgia.

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed this 18th day of February, 2010.



Alan R. Turem, Esq., Incorporator

2010 FEB 19 AM 10:51
CORPORATIONS DIVISION



Brian P. Kemp
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.georgiacorporations.org>

TRANSMITTAL INFORMATION
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

IMPORTANT

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: lyn.laser@abraxis.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

American Seniors Association Holding Group, Inc.
Corporate Name (List exactly as it appears in articles)

2.

Alan R. Turem, Esq.

Name of person filing articles (certificate will be mailed to this person, at address below)

404-256-1963

Telephone Number

4651 Roswell Road, B-105

Address

Atlanta

City

GA

State

30342

Zip Code

3.

Mail or deliver the following items to the Secretary of State, at the above address:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (List of legal organs is posted at web site; or, the Clerk of Superior Court can advise you of the official organ in a particular county.)

[Signature]
Authorized signature of person filing documents

2/25/10
Date

Request certificates and obtain entity information via the Internet: <http://www.georgiacorporations.org>

EXHIBIT D – AMENDED CORPORATE BYLAWS

BYLAWS OF
AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC

ARTICLE I. MEETING OF SHAREHOLDERS

Section 1.1. Annual Meeting. The annual meeting of the shareholders of this corporation shall be held at the time and place designated by the board of directors of the corporation. The annual meeting of the shareholders for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of shareholders.

Business transacted at the annual meeting shall include the election of directors of the corporation.

Section 1.2. Special Meetings. Special meeting of the shareholders shall be held when directed by the Board of Directors, or when requested in writing by the holders of not less than ten (10%) percent of all the shares entitled to vote at the meeting. (A meeting requested by shareholders shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made, unless the shareholders requesting the meeting designated a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or shareholders requesting the meeting shall designate another person to do so.)

Section 1.3. Place. Meetings of shareholders may be held within or without the State of Georgia and at such place as is designated by the Board of Directors.

Section 1.4. Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 1.5. Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and, at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

Section 1.6. Closing of Transfer Books and Fixing of Record Date. For the purpose of determining shareholders entitled to notice or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a

determination of shareholders for any other purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting.

Section 1.7. Shareholder Quorum and Voting. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. When a specified item of business is required to be voted on by a class or series of stock, a majority of the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series.

If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders unless otherwise provided by law.

Section 1.8. Action by Shareholders Without a Meeting. Any action required by law, these by-laws or the articles of incorporation of this corporation to be taken at any annual or special meeting of shareholders of the corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE II. DIRECTORS

Section 2.1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors, in the event the shareholders fail to act.

Section 2.1. Qualification. Directors need not be residents of this state or shareholders of this corporation.

Section 2.3. Compensation. The Board of Directors shall have authority to fix the compensation of directors.

Section 2.4. Function. A Director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the interests of the corporation, and with such care as an ordinarily prudent person under similar circumstances.

A person who performs his duties in compliance with this section shall have no liability by reason of being or having been a director of the corporation.

Section 2.5. Number. This corporation shall have at least one (1) director. The number of directors may be increased or decreased from time to time by amendment to these by-laws, but no decrease shall take effect shortening the terms of any incumbent director.

Section 2.6. Election and Term. At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected and qualified or until his earlier resignation, removal from office or death.

Section 2.7. Quorum and Voting. A majority of the number of directors fixed by these by-laws shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.8. Place of Meetings. Regular and special meetings by the Board of Directors may be held within or without the State of Georgia.

Section 2.9. Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action which be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the directors, or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or the committee. Such consent shall have the same effect as a unanimous vote.

ARTICLE III. OFFICERS

Section 3.1. Officers. The officers of this corporation shall consist of a president, a secretary and a treasurer, each of whom shall be elected by the directors at the first meeting of directors immediately following the annual meeting of shareholders of this corporation, and shall serve until their successors are chosen and qualify. The Board of Directors may from time to time appoint such other officers and assistant officers and agents at it may deem necessary. Any two or more offices may be held by the same person. The failure to elect a president, secretary or treasurer shall affect the existence of this corporation.

Section 3.2. Duties. The officers of this corporation shall perform such duties as are prescribed by the Board of Directors and, in the case of all officers other than the President, by the Board of Directors and the President.

ARTICLE IV. EXECUTION OF INSTRUMENTS

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the Board may from time to time designate.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers,

agent or agents of the corporation, and in such manner as shall be determined from time to time by resolution of the Board.

ARTICLE V. AMENDMENT

These by-laws may be repealed or amended, and new by-laws may be adopted, by either the Board of Directors or the shareholders, but the Board may not amend or repeal any by-law adopted by shareholders if the shareholders specifically provide that such by-law not be subject to amendment or repeal by directors.

CERTIFICATE
OF THE SECRETARY OF
AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC

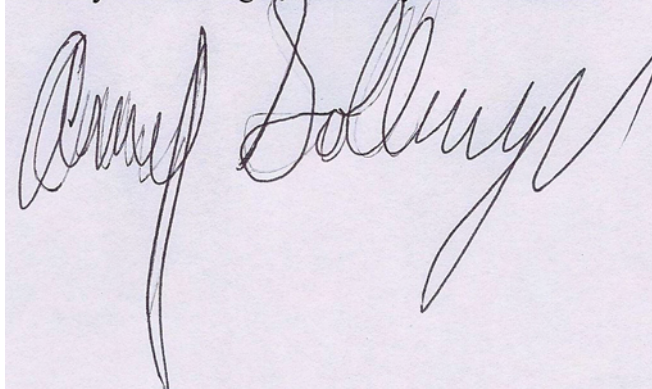
The undersigned certifies:

(1) That the undersigned is the duly elected and acting Secretary of American Seniors Association Holding Group, Inc., a Georgia corporation (the "Corporation"); and

(2) That the foregoing Bylaws constitute the Bylaws of the Corporation as duly adopted by an Organizational Meeting of the Board of Directors of American Seniors Association Holding Group, Inc., a Georgia corporation, on the 19th day of February, 2010.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation as of this 12th day of May, 2010.

/s/ Amy Sollenberger, Secretary and Treasurer

A handwritten signature in black ink, appearing to read "Amy Sollenberger", is written over a light purple rectangular background.

AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.

FINANCIAL STATEMENTS

**FOR THE YEAR ENDED DECEMBER 31, 2010
(UNAUDITED)**

American Seniors Association Holding Group, Inc.

Table of Contents

Financial Statements

For the Year Ended December 31, 2010
(Unaudited)

Balance Sheet	2
Statement of Operations	3
Statement of Stockholders' Equity	4
Statement of Cash Flows	5
Notes to Financial Statements	6

American Seniors Association Holding Group, Inc.
Balance Sheet
As of December 31, 2010
(Unaudited)

December 31, 2010

ASSETS	
CURRENT ASSETS	
Cash	\$ 2,439
Other current assets	<u>1,486</u>
Total current assets	<u>3,925</u>
INTANGIBLE ASSETS, net	<u>60,522</u>
OTHER ASSETS	
Due from affiliates	10,901
Other assets	1,795
Investment in affiliate	<u>102,500</u>
Total other assets	<u>115,196</u>
TOTAL ASSETS	<u><u>\$ 179,643</u></u>
 LIABILITIES AND STOCKHOLDERS' EQUITY	
ACCOUNTS PAYABLE	\$ 59,000
LONG TERM LIABILITIES	<u>145,000</u>
TOTAL LIABILITIES	<u>204,000</u>
STOCKHOLDERS' EQUITY	
Common stock	55,301
Additional paid in capital	371,605
Retained earnings	<u>(451,263)</u>
TOTAL STOCKHOLDERS' EQUITY	<u>(24,357)</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 179,643</u></u>

American Seniors Association Holding Group, Inc.
Statement of Operations
(Unaudited)

	Twelve Months Ended December 31, 2010	Three Months Ended December 31, 2010
REVENUES		
Membership dues	\$ 157,193	\$ 17,205
Royalties	129,314	11,815
Other revenues	32,174	6,992
	<hr/>	<hr/>
Total revenues	318,681	36,012
	<hr/>	<hr/>
OPERATING EXPENSES		
Professional fees	100,123	3,700
Salaries and benefits	232,404	77,839
General and administrative	88,854	19,844
Advertising	19,304	600
Depreciation/Amortization	40,919	10,976
Rent	33,375	8,550
Interest	3,008	-
	<hr/>	<hr/>
Total operating expenses	517,987	121,509
	<hr/>	<hr/>
Net income from continuing operations	(199,306)	(85,497)
Net income from discontinued operations	(35,218)	-
	<hr/>	<hr/>
NET INCOME (LOSS)	\$ (234,524)	\$ (85,497)
	<hr/> <hr/>	<hr/> <hr/>

American Seniors Association Holding Group, Inc.
Statement of Stockholders' Equity
For the Twelve Months Ended December 31, 2010
(Unaudited)

	<u>Common Stock</u>		<u>Additional Paid In Capital</u>	<u>Accumulated Deficit</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>			
Balance at December 31, 2009	26,308,415	\$ 115,678	\$ 5,200	\$ (2,029,442)	\$ (1,908,564)
Recapitalization for merger; negative equity of previous entities charged to retained earnings				(36,998)	(36,998)
Spin-off of subsidiaries		(211)		1,849,701	1,849,490
Corrections to stock shares outstanding, par value (\$0.001)	(1,007,060)	(90,166)	90,166		-
Convertible debt converted to common stock	30,000,000	30,000	276,239		306,239
Net loss for the period				(234,524)	(234,524)
Balance at December 31, 2010	<u>55,301,355</u>	<u>\$ 55,301</u>	<u>\$ 371,605</u>	<u>\$ (451,263)</u>	<u>\$ (24,357)</u>

American Seniors Association Holding Group, Inc.
Statement of Cash Flows
For the Twelve Months Ended December 31, 2010
(Unaudited)

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income (loss)	\$ (234,524)
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation/Amortization	40,919
Changes in receivables/payables	<u>57,171</u>
Net cash provided by (used in) operating activities	<u>(136,434)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment in affiliate	(102,500)
Loans to affiliate	<u>(2,428)</u>
Net cash provided by (used in) investing activities	<u>(104,928)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Loan proceeds	<u>246,099</u>
Net cash provided by (used in) financing activities	<u>246,099</u>
NET INCREASE IN CASH	4,737
Cash at beginning of the period	<u>(2,298)</u>
Cash at end of the period	<u><u>\$ 2,439</u></u>

American Seniors Association Holding Group, Inc.
Notes To Financial Statements
For the Twelve Months Ended December 31, 2010
(Unaudited)

NOTE 1 – ORGANIZATION AND BUSINESS

American Seniors Association Holding Group, Inc. (formerly “ASF Group, Inc.,” hereafter “the Company”) was organized under Florida law in 1997. In January 2010, the Company changed its name from ASF Group, Inc. to American Seniors Association Holding Group, Inc. and changed its state of incorporation from Florida to Georgia.

The Company is a national for-profit membership services organization which provides information and discounts to senior citizens.

Prior to the Company’s reorganization in 2010, the membership services business operated under a separate corporation, Another Chance for Seniors, Inc.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Generally Accepted Accounting Principles

The financial statements have been prepared by the Company’s management with the intention of presenting information that reflects, in all material aspects, generally accepted accounting principles in the United States of America (“US GAAP”). However, the financial statements have not been audited and management makes no claim or opinion as to their conformity to US GAAP.

Revenue Recognition

Membership revenue is recognized when received. Royalties are received from third party benefit providers for the use of the Company’s brand in benefit programs (insurance, credit cards, etc.) and recognized as revenue when received.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using the straight line method over the expected useful lives of the property, from three to seven years.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

American Seniors Association Holding Group, Inc.
Notes To Financial Statements
For the Twelve Months Ended December 31, 2010
(Unaudited)

NOTE 3 – NOTES PAYABLE

Outstanding borrowings as of December 31, 2010 consisted of a convertible promissory note with principal balance of \$145,000.

NOTE 4 – SPIN-OFF OF SUBSIDIARIES

As of December 31, 2010 the Company spun off its two subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's, Inc. along with related debt. These two entities were unrelated to the primary business of the Company.



AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC.

A Georgia Corporation
3700 Mansell Road, Suite 220
Alpharetta, GA, 30022

Telephone: 800-951-0017

CIK: 0001133879
SIC Code: 6719 – Holding companies, misc.
CUSIP: 029578101

Issuer's Quarterly Report
For the quarterly period ended March 31, 2011

ISSUER'S EQUITY SECURITIES

COMMON STOCK

AMSA: OTC Pink

Common Stock

\$0.001 Par Value Per Share

950,000,000 Shares Authorized

55,235,915 Shares Outstanding as of March 31, 2011

American Seniors Association Holding Group Inc. is responsible for the content of this Quarterly Report. The securities described in this document are not registered with, and the information contained in this report has not been filed with, or approved by, the U.S. Securities and Exchange Commission.

This report speaks as of the original filing date, and, except as indicated, has not been updated to reflect events occurring subsequent to the original filing date.

TABLE OF CONTENTS

ITEM 1 THE EXACT NAME OF THE ISSUER AND THE ADDRESS AND TELEPHONE NUMBER OF THE ISSUER'S PRINCIPAL EXECUTIVE OFFICES	5
ITEM 2 SHARES OUTSTANDING	6
ITEM 3 INTERIM FINANCIAL STATEMENTS	8
ITEM 4 MANAGEMENT'S DISCUSSION AND ANALYSIS	8
ITEM 5 LEGAL PROCEEDINGS	11
ITEM 6 DEFAULTS UPON SENIOR SECURITIES	11
ITEM 7 OTHER INFORMATION	11
ITEM 8 EXHIBITS	16
ITEM 9 CERTIFICATIONS	17



AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC.
A Georgia Corporation

QUARTERLY REPORT

Cautionary Note Regarding Forward-Looking Statements

Information set forth in this Quarterly Report (the “Quarterly Report”) contains forward-looking statements, which involve a number of risks and uncertainties that could cause our actual results to differ materially from those reflected in the forward-looking statements. Forward-looking statements can be identified by use of the words “expect,” “project,” “may,” “might,” “potential,” and similar terms. American Seniors Association Holding Group Inc. (“AMSA,” “we,” or the “Company”) cautions readers that any forward-looking information is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking information. Forward-looking statements involve a number of risks, uncertainties or other factors beyond AMSA’s control. These factors include, but are not limited to, our ability to implement our strategic initiatives, economic, political and market conditions and price fluctuations, government and industry regulation, U.S. and global competition, and other factors. Factors that could cause or contribute to such differences include, but are not limited to, those discussed under the heading “Risk Factors.” We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. We undertake no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

Item 1. The exact name of the Issuer and the address and telephone number of the Issuer's principal executive offices.

The name of the Issuer is American Seniors Association Holding Group, Inc. The following table gives the prior name changes of the Issuer.

<u>Time Period</u>	<u>Name</u>
January 28, 2010 – Present	American Seniors Association Holding Group, Inc.
July 22, 2008 – January 28, 2010	ASF Group, Inc.
March 11, 2004 – July 22, 2008	Vision Media Technologies, Inc.
September 17, 2002 – March 11, 2004	Seafood Harvest Group, Inc.
September 29, 2000 – September 17, 2002	Legal Document Center, Inc.
September 24, 1997 – September 29, 2000	October Project IV Corp.

Company Description

The Issuer is a national for-profit membership services organization which provides information and discounts to senior citizens.

The address of the Issuer is: 3700 Mansell Road, Atlanta, Georgia 30022

The telephone number is: 800-951-0017

e-mail: info @ americanseniors.org

The Issuer's website: AMSA's corporate website, www.americanseniors.org, contains general information about us and our products and services. The information contained on such website shall not be deemed incorporated by reference herein.

Investor relations contact: None

Item 2. Shares outstanding

Common Stock:

For the period ended March 31, 2011

Shares authorized:	950,000,000
Shares outstanding:	55,235,913
Public float:	6,242,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	50

For the period ended December 31, 2010

Shares authorized:	950,000,000
Shares outstanding:	55,235,913
Public float:	4,759,535
Number of beneficial shareholders:	1
Total number of shareholders of record:	27

For the period ended December 31, 2009

Shares authorized:	950,000,000
Shares outstanding:	23,108,414
Public float:	292,440
Number of beneficial shareholders:	1
Total number of shareholders of record:	18

Preferred Stock:

For the period ended March 31, 2011

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2010

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2009

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

None of AMSA's Common Stock has been registered under the Securities Act of 1933, as amended (the "Securities Act") or qualified under any state securities laws, and we have no current plans to register or qualify any of our securities. Certain shares of our Common Stock currently are eligible for resale in the public market pursuant to the exemption from registration offered by Rule 144 under the Securities Act ("Rule 144"). The remaining outstanding shares of our Common Stock are "restricted securities" within the meaning of Rule 144, and may be eligible for resale in the future under Rule 144. Our "restricted" shares include shares owned by our officers and directors. Some of these shares are "control shares" that may be sold in the public market but are subject to the volume and manner of sale restrictions under Rule 144.

The number of shares freely tradable may include shares held by shareholders owning 10% or more of our Class A Common Stock. These shareholders may be considered "affiliates" within the meaning of Rule 144, and their shares may be "control shares" subject to the volume and manner of sale restrictions under Rule 144. Common Stock held by our officers and directors and majority shareholder may be "control shares" subject to the volume and manner of sale restrictions under Rule 144. These shares are excluded from the number of freely tradable shares.

The trading symbol for AMSA's Common Stock assigned by FINRA is AMSA.

Dividends

No dividends have been declared and none are expected. The declaration of dividends by AMSA is subject to the discretion of our board of directors. Our board of directors will take into account such matters as general business conditions, our financial results, capital requirements, and contractual, legal and regulatory restrictions on the payment of dividends by us, and such other factors as our board of directors may deem relevant.

Item 3. Interim financial statements

See attached quarterly balance sheet, statement of operations, statement of cash flow, and notes to the financial statements for the period ended March 31, 2011 at the end of this report.

The unaudited interim financial statements have been prepared in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"). The results of operations for the three ended March 31, 2011 are not necessarily indicative of future results. These unaudited interim financial statements should be read in conjunction with the financial statements and related notes included in our Annual Report for the year ended December 31, 2010.

Item 4. Management's discussion and analysis

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the consolidated financial statements, including the notes to those statements, which are presented elsewhere in this report.

Overview

Prior to January 28, 2010 the Company was known as ASF Group, Inc. ("ASF Group"). On January 28, 2010 the Company completed a merger, whereby Another Chance for Seniors, Inc. ("Another Chance") acquired the controlling stock of ASF Group. The resulting merged entity changed its name to American Seniors Association Holding Group, Inc. ("American Seniors Association", "AMSA" or "the Company") and then

changed its state of incorporation from Florida to Georgia.

The following analysis reflects the financial results of ASF Group prior to the merger and that of the combined Company following the merger. It does not include financial results of Another Chance prior to the merger.

Plan of operations

Prior to the merger, ASF Group's business focus was the development of two start-up restaurant ventures: Kiosk Food Solutions, Inc. and Eddy Chan's, Inc. Both entities were acquired by ASF Group in February 2008. On December 31, 2010, the Issuer declared a dividend in kind of these subsidiaries.

Since the merger, AMSA's primary business has been the continuation of the former business of Another Chance (which also operated under the trade name American Seniors Association): a national for-profit membership services organization which provides information and discounts to senior citizens. AMSA distinguishes itself in the marketplace by playing an active outspoken role with certain political issues. By publicizing its positions on these issues through various media outlets, the Company seeks to recruit membership from like-minded individuals. Specifically, the Company has identified itself as "a conservative alternative to AARP" in an attempt to entice members from its largest competitor. Additionally, the Company has loosely affiliated itself with other large membership-based politically motivated organizations in order to increase its name recognition.

AMSA has entered licensing partnerships with various companies in the insurance, credit card, and travel industries to provide discounts for Company members. These national and global partners include CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz Car Rental and Penske Truck Rental. The Company will continue to seek out quality vendors and service providers across an ever broadening spectrum as a part of their ongoing mission to enhance member benefits. The goal of the Company is to become one of the premier membership organizations in America by providing the most comprehensive member packages available.

In September 2010, AMSA announced the consummation of a strategic alliance with 60 Plus Association, Inc. ("60 Plus"), based in Washington, D.C. AMSA paid \$100,000 plus other future consideration to enter a royalty licensing agreement providing the Company with exclusive access to the membership list of 60 Plus (more than 5 million households). The Company provided each member of 60 Plus with a one-year complimentary membership. With these new members, the Company anticipates

significant increase in the use of the member programs and services, thereby increasing the revenue stream from royalties.

Additionally, the Company will work to retain these members during future renewal periods, which could generate substantial fees. The Company believes that this strategic alliance is the beginning of an exciting growth phase for AMSA, both in the near term and future years.

Comparison of the Three Months Ended December 31, 2010 and March 31, 2011

Three Months Ended:

	<u>December 31 2010</u>	<u>March 31, 2011</u>
<u>Revenues From Operations</u>		
American Seniors Association	\$ 36,012	112,392
	<u>0</u>	<u>0</u>
	<u>\$36,012</u>	<u>\$ 112,392</u>
<u>Net Income (Loss)</u>		
American Seniors Association	<u>\$(85,497)</u>	<u>\$9,375</u>
	\$ 465	\$9,375

Off-Balance Sheet Arrangements

The Company does not have any material off-balance sheet arrangements that have, or are reasonably expected to have a current or future effect on the Company's financial condition.

Magazine Contract

The Issuer has a contract with Gulfstream Consulting, LLC, an entity controlled by Christopher Polk, to publish a quarterly magazine for its members for a period of ten years. Under the agreement, AMSA will provide all of the copy for the magazine.

Gulfstream receives 15% commission on all advertising in the magazine, pays AMSA all of the net profits of the magazine and Gulfstream is responsible for any losses. The Issuer anticipates that the magazine will initially result in losses and Gulfstream must finance the development of the magazine itself. The agreement to publish the magazine has not yet been activated.

Item 5. Legal proceedings

There are no current, past, pending, or threatened legal proceedings or administrative actions either by or against AMSA that could have a material effect on its business, financial condition, or operations. AMSA is not a party to any past or pending trading suspensions.

Item 6. Defaults upon senior securities

The Issuer is in default of a \$145,000, 10% note to 21st Century Alliance Trust that came due January 12, 2011. The note is collateralized by the assets of the Issuer. Under the terms of the note, the Issuer may not negotiate or sign any contract that would have a material effect on the value of the Issuer's outstanding shares or impact the cash flow of Issuer without the written consent of holder of the note.

Item 7. Other information

Principal Officers and Directors

The officers and directors of AMSA were/are:

Officers:

Phil Kent – Chief Executive Officer (as of March 29,2011)

Mr. Kent is an Atlanta-based media consultant, author, former newspaper editor and past president of the Southeastern Legal Foundation,

Mr. Kent is the President of the Atlanta-based Phil Kent Consulting Inc. which specializes in media communications. As an author, columnist and media commentator,

Phil has appeared on Fox News Network, CNN, MSNBC, and syndicated talk radio programs across the nation.

His first book, The Dark Side of Liberalism: Unchaining the Truth, was published in 2003. His newest book, Foundations of Betrayal: How the Liberal Super-Rich Undermine America, was released in May 2007 and is currently available in many fine bookstores or on this website.

A veteran award-winning journalist, Mr. Kent was an editorial writer, editorial page editor, and political columnist for The Augusta (Ga.) Chronicle for 25 years. In 1981-82, Phil served in Washington, D.C., as press secretary and public affairs advisor to the late U.S. Sen. Strom Thurmond (R-S.C.). After his tour of duty in the nation's capital, he returned to The Augusta Chronicle as editorial page editor and traveled extensively around the globe and filed columns.

He was president of the Southeastern Legal Foundation, an Atlanta-based constitutional public policy law firm, from April 2001 to June 2003. He oversaw a court win in Charlotte over an illegal affirmative action plan, the filing of a lawsuit against the city of Atlanta over illegal use of impact fees and assisted in the omnibus federal lawsuit to overturn the McCain-Feingold campaign finance act.

A native of Auburn, N.Y., Mr. Kent is a 1973 graduate of the Henry W. Grady School of Journalism at the University of Georgia. He was a member of the Young Americans for Freedom in college and served as Georgia's state YAF chairman.

Mr. Kent was honorably discharged from the U.S. Army as a first lieutenant, military police, and served on active duty at Fort Gordon, Ga.

Mr. Kent is the executive director of the Monterey, Virginia.-based American Immigration Control Foundation and the national spokesman for its sister group, Americans for Immigration Control. He is also a member of the National Press Club and the Georgia Press Association, and serves on the board of The Buckhead Club and the Atlanta Senior Citizens Services organization. He further serves on the advisory board of the Washington-based Pro English organization.

Mr. Kent is paid \$4,500 per month and owns no stock in the Issuer.

Stuart B. Barton – Former Chief Executive Officer (resigned March 24, 2011)

Amy Sollenberger – Former Secretary/Treasurer (resigned March 24, 2011)

The Issuer has not yet appointed a new Secretary or Treasurer.

Directors:

Jack McDaniel – Director

Mr. McDaniel owns 25,000 restricted shares of Company common stock. He currently is a sales associate with Aflac Insurance and previously was a broker with EF Hutton, managing the Jackson, MS office.

Randy Nichols – Director

Mr. Nichols owns 25,000 restricted shares of Company common stock. He has over 30 years of experience in golf course design and maintenance, serving on numerous state and national boards in the industry

Control Persons

Approximately 60.4% or 33,353,028 shares of the Issuer's Common Stock is owned by 21st Century Alliance Trust, 1651 Lighthouse Circle, Greensboro, GA 30642. The Trustee of this trust is O. A. Kimball. The beneficiaries of this trust are the children of Christopher Polk. Mr. Polk has the right to vote and to control the disposition of these securities and may be considered a control person of the Issuer. Mr. Polk serves as a consultant to the Issuer under contract for \$10,000 per month of which he has currently been paid approximately \$4,000 per month.

Current Reporting Obligations

1. Entry into a Material Definitive Agreement.

The Issuer has not entered into a material definitive agreement not made in the ordinary course of business of the Issuer.

2. Termination of a Material Definitive Agreement.

The Issuer has not terminated a material definitive agreement which was not made in the ordinary course of business of the Issuer except as specified herein.

3. Completion of Acquisition or Disposition of Assets, Including but not Limited to Mergers.

The Issuer is in the process of spinning off its restaurant subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's, Inc., and related debt. The directors declared a dividend in kind to make this spin off on December 31, 2010. This is in compliance with the terms of an Agreement dated December 2009 whereby the Issuer acquired its current public company from ASF Group, Inc. and the DLJ Family Limited Partnership, whereby the Issuer was required by this Agreement to spin off the two subsidiaries and the related debt to the prior shareholders. The directors of the Issuer declared a dividend in kind of all of the equity and/or stock in such subsidiaries, Eddie Chan's, LLC and Kiosk Food Solutions, Inc. There was no other consideration received for these assets and no material relationship other than the receipt by the prior shareholders of these assets.

4. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of an Issuer.

The Issuer has not become obligated on a direct financial obligation that is material to the Issuer, except for the promissory notes with a principal balance of \$144,937 held by the 21st Century Alliance Trust.

5. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The Issuer has no triggering event causing the increase or acceleration of a direct financial obligation of the Issuer other than as described herein.

6. Costs Associated with Exit or Disposal Activities.

The Issuer has no material expenses in connection with the disposition of assets.

7. Material Impairments.

The Issuer has no material impairments.

8. Sales of Equity Securities.

The Issuer has not sold equity securities in a transaction that has not been previously described in any prior disclosure statement.

9. Material Modification to Rights of Security Holders.

None of the constituent instruments defining the rights of the holders of any class of securities of the Issuer have been materially modified. None of the rights evidenced by any class of securities have been materially limited or qualified by the issuance or modification of any other class of securities by the Issuer.

10. Changes in Issuer's Certifying Accountant.

The Issuer has changed accountants. The previously engaged accountant was dismissed. The accountant's report on the financial statements for either of the past two years did not contained an adverse opinion or disclaimer of opinion, or was modified as to uncertainty, audit scope, or accounting principles.

The decision to change accountants was recommended or approved by the board of directors.

There were no disagreements with the former accountant, whether or not resolved, on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which, if not resolved to the former accountant's satisfaction, would have caused it to make reference to the subject matter of the disagreement(s) in connection with its report.

The accountant who is now engaged is Anthony Mauriello, 16 Driggs Street, Staten Island, New York 10308, Telephone 718-356-5481, Fax 718-356-5481.

12. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Stuart Barton, the Issuer's Chief Executive Officer, and Amy Barton, Secretary/Treasurer, resigned on March 24, 2011 to pursue other interests.

Phil Kent was appointed Chief Executive Officer of the Issuer on March 29, 2011.

13. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

There have been no modifications to the Issuer's articles of incorporation.

There has been no change to the Issuer's fiscal year.

14. Amendments to the Issuer's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

The Issuer is considering the adoption of various provisions for corporate governance, including a Code of Ethics.

Item 8. Exhibits

Exhibit 3.1 Interim condensed financial statements

Exhibit 9.1 Certification of principal executive

Item 9. Certifications

The current certification is filed as Exhibits 9.1 to this Quarterly Report.

EXHIBIT 9.1

CERTIFICATION OF PRINCIPAL EXECUTIVE

I, Phil Kent, Chief Executive Officer of American Seniors Association Holding Group Inc., certify that:

1. I have reviewed this Quarterly Report of American Seniors Association Holding Group Inc.;
2. Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Issuer as of, and for, the periods presented in this Quarterly Report.



Phil Kent
Chief Executive Officer

Date: May 16, 2011

Date

EXHIBIT 3.1

**AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

**FOR THE THREE MONTHS ENDED MARCH 31, 2011
(UNAUDITED)**

**American Seniors Association Holding Group, Inc.
and Subsidiaries**

Table of Contents

Consolidated Financial Statements

For the Three Months Ended March 31, 2011
(Unaudited)

Consolidated Balance Sheet	2
Consolidated Statement of Operations	3
Consolidated Statement of Stockholders' Equity	4
Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements	6

American Seniors Association Holding Group, Inc. & Subsidiaries
Balance Sheet
As of March 31, 2011

ASSETS

CURRENT ASSETS

Cash & Equivalents	3,723.00
Other Current Assets	<u>4,796.00</u>

TOTAL CURRENT ASSETS	8,519.00
----------------------	----------

PROPERTY & EQUIPMENT, net	<u>0.00</u>
---------------------------	-------------

INTANGIBLE ASSETS, net	<u>20,421.00</u>
------------------------	------------------

OTHER ASSETS

Due from affiliates	10,901.00
Other assets	1,795.00
Investment in affiliate	102,500.00

Total other assets	<u>115,196.00</u>
--------------------	-------------------

TOTAL ASSETS	<u><u>144,136.00</u></u>
--------------	--------------------------

LIABILITIES & STOCKHOLDERS' EQUITY

ACCOUNTS PAYABLE	(2,500.00)
Payroll Tax Liabilities	16,681.00
SHORT TERM LIABILITIES	<u>144,937.00</u>

TOTAL LIABILITIES	<u>159,118.00</u>
-------------------	-------------------

STOCKHOLDERS' EQUITY

Common Stock	55,301.00
Additional Paid in Capital	371,605.00
Retained Earnings	<u>(441,888.00)</u>

TOTAL STOCKHOLDERS' EQUITY	<u>(14,982.00)</u>
----------------------------	--------------------

TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	<u><u>144,136.00</u></u>
--	--------------------------

American Seniors Association Holding Group, Inc. & Subsidiaries
Statement of Operations
(Unaudited)

	Three Months Ended 03/31/11	Twelve Months Ended 12/31/10
REVENUES		
Advertising Fee Income	52,500.00	0.00
Membership Dues	18,427.00	157,193.00
Royalties	27,767.00	129,314.00
Provider Referrals	3,043.00	0.00
Other Revenues	10,655.00	32,174.00
Total Revenues	<u>112,392.00</u>	<u>318,681.00</u>
COST OF SALES	<u>554.00</u>	
GROSS PROFIT	111,838.00	318,681.00
OPERATING EXPENSES		
Professional Fees	14,268.00	100,123.00
Salaries & Benefits	24,143.00	232,404.00
General & Administrative	13,986.00	88,854.00
Advertising	3,594.00	19,304.00
Outside Contractors	35,114.00	0.00
Depreciation/ Amortization	10,229.00	40,919.00
Rent	11,020.00	33,375.00
Interest	338.00	3,008.00
Total Operating Expenses	112,692.00	517,987.00
Net Income from Continuing Operations	(854.00)	(199,306.00)
Net Income from discontinued Operations	0.00	(35,218.00)
NET INCOME (LOSS)	<u>(854.00)</u>	<u>(234,524.00)</u>

American Seniors Association Holding Group, Inc. & Subsidiaries
Statement of Stockholders' Equity
For the Three Months Ending March 31, 2011
(Unaudited)

	<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	
	<u>Shares</u>	<u>Amount</u>	<u>Paid In</u> <u>Capital</u>	<u>Deficit</u>	<u>Total</u>
Balance at December 30, 2010	55,301,355.00	\$55,301.00	\$371,605.00	(\$451,263.00)	(\$24,357.00)
Recapitalization for Merger; negative equity of previous entities charged to retained earnings					
Net Gain/ (Loss) for the period				\$9,375.00	\$9,375.00
Balance at March 31, 2011	<u>55,301,355.00</u>	<u>\$55,301.00</u>	<u>\$371,605.00</u>	<u>(\$441,888.00)</u>	<u>(\$14,982.00)</u>

American Seniors Association Holding Group, Inc. & Subsidiaries
Statement of Cash Flows
For the Three Months Ending March 31, 2011
(Unaudited)

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income (Loss)	(854.00)
Adjustments to reconcile net income to net cash provided by operating activities:	

Depreciation / Amortization	10,229.00
Changes in Receivables/Payables	<u>0.00</u>

Net Cash provided by (used in) Operating activities	<u>9,375.00</u>
---	-----------------

CASH FLOWS FROM INVESTING ACTIVITIES

Investment in affiliate	0.00
Loans to affiliate	0.00
Fixed assets	<u>0.00</u>

Net cash provided by (used in) investing activities	<u>0.00</u>
---	-------------

CASH FLOW FROM FINANCING ACTIVITIES

Loan proceeds	<u>0.00</u>
---------------	-------------

Net cash provided by (used in) financing activities	<u>0.00</u>
---	-------------

NET INCREASE IN CASH

Cash at the beginning of the period	<u>2,439.00</u>
-------------------------------------	-----------------

Cash at the end of the period	<u><u>9,375.00</u></u>
-------------------------------	------------------------

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Three Months Ended March 31, 2011
(Unaudited)

NOTE 1 – ORGANIZATION AND BUSINESS

American Seniors Association and Subsidiaries, Inc. (formerly “ASF Group, Inc.”) and subsidiaries (“the Company”) was organized under Florida law in 1997. In January 2010, the Company changed its name from ASF Group, Inc. to American Seniors Association Holding Group, Inc. and changed its state of incorporation from Florida to Georgia.

The Company (a) is a national for-profit membership services organization which provides information and discounts to senior citizens; and (b) operates several restaurant businesses.

Prior to the Company’s reorganization in 2010, the membership services business operated under a separate corporation, Another Chance for Seniors, Inc.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of American Seniors Association Holding Group, Inc., and its wholly owned subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan’s, Inc., but not the related debt.

Generally Accepted Accounting Principles

The consolidated financial statements have been prepared by the Company’s management with the intention of presenting information that reflects, in all material aspects, generally accepted accounting principles in the United States of America (“US GAAP”). However, the financial statements have not been audited and management makes no claim or opinion as to their conformity to US GAAP.

Revenue Recognition

Membership revenue is recognized when received. Royalties are received from third party benefit providers for the use of the Company’s brand in benefit programs (insurance, credit cards, etc.) and recognized as revenue when received.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using the straight line method over the expected useful lives of the property, from three to seven years.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period.

Actual results could differ from those estimates.

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Three Months Ended March 31, 2011
(Unaudited)

NOTE 3 – NOTES PAYABLE

Outstanding borrowings as of March 31, 2011 consisted of the following:

A promissory note with a principal balance of \$144,937 and interest of 10%. This note is held by the majority shareholder of the Company and is overdue.

NOTE 4 – SPIN-OFF OF SUBSIDIARIES

As of December 31, 2010 the directors of the Company declared a dividend to spin off its two subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's, Inc., along with related debt. These two entities were unrelated to the primary business of the company.



AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC.

A Georgia Corporation
3700 Mansell Road, Suite 220
Alpharetta, GA, 30022

Telephone: 800-951-0017

CIK: 0001133879
SIC Code: 6719 – Holding companies, misc.
CUSIP: 029578101

Issuer's Quarterly Report
For the quarterly period ended June 30, 2011

ISSUER'S EQUITY SECURITIES

COMMON STOCK

AMSA: OTC Pink

Common Stock

\$0.001 Par Value Per Share

950,000,000 Shares Authorized

55,475,915 Shares Outstanding as of June 30, 2011

American Seniors Association Holding Group Inc. is responsible for the content of this Quarterly Report. The securities described in this document are not registered with, and the information contained in this report has not been filed with, or approved by, the U.S. Securities and Exchange Commission.

This report speaks as of the original filing date, and, except as indicated, has not been updated to reflect events occurring subsequent to the original filing date.

TABLE OF CONTENTS

ITEM 1 THE EXACT NAME OF THE ISSUER AND THE ADDRESS AND TELEPHONE NUMBER OF THE ISSUER’S PRINCIPAL EXECUTIVE OFFICES	5
ITEM 2 SHARES OUTSTANDING	6
ITEM 3 INTERIM FINANCIAL STATEMENTS	8
ITEM 4 MANAGEMENT’S DISCUSSION AND ANALYSIS	8
ITEM 5 LEGAL PROCEEDINGS	11
ITEM 6 DEFAULTS UPON SENIOR SECURITIES	11
ITEM 7 OTHER INFORMATION	11
ITEM 8 EXHIBITS	16
ITEM 9 CERTIFICATIONS	17



AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC.
A Georgia Corporation

QUARTERLY REPORT

Cautionary Note Regarding Forward-Looking Statements

Information set forth in this Quarterly Report (the “Quarterly Report”) contains forward-looking statements, which involve a number of risks and uncertainties that could cause our actual results to differ materially from those reflected in the forward-looking statements. Forward-looking statements can be identified by use of the words “expect,” “project,” “may,” “might,” “potential,” and similar terms. American Seniors Association Holding Group Inc. (“AMSA,” “we,” or the “Company”) cautions readers that any forward-looking information is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking information. Forward-looking statements involve a number of risks, uncertainties or other factors beyond AMSA’s control. These factors include, but are not limited to, our ability to implement our strategic initiatives, economic, political and market conditions and price fluctuations, government and industry regulation, U.S. and global competition, and other factors. Factors that could cause or contribute to such differences include, but are not limited to, those discussed under the heading “Risk Factors.” We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. We undertake no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

Item 1. The exact name of the Issuer and the address and telephone number of the Issuer's principal executive offices.

The name of the Issuer is American Seniors Association Holding Group, Inc. The following table gives the prior name changes of the Issuer.

<u>Time Period</u>	<u>Name</u>
January 28, 2010 – Present	American Seniors Association Holding Group, Inc.
July 22, 2008 – January 28, 2010	ASF Group, Inc.
March 11, 2004 – July 22, 2008	Vision Media Technologies, Inc.
September 17, 2002 – March 11, 2004	Seafood Harvest Group, Inc.
September 29, 2000 – September 17, 2002	Legal Document Center, Inc.
September 24, 1997 – September 29, 2000	October Project IV Corp.

Company Description

The Issuer is a national for-profit membership services organization which provides information and discounts to senior citizens.

The address of the Issuer is: 3700 Mansell Road, Atlanta, Georgia 30022

The telephone number is: 800-951-0017

e-mail: info @ americanseniors.org

The Issuer's website: AMSA's corporate website, www.americanseniors.org, contains general information about us and our products and services. The information contained on such website shall not be deemed incorporated by reference herein.

Investor relations contact: None

Item 2. Shares outstanding

Common Stock:

For the period ended June 30, 2011

Shares authorized:	950,000,000
Shares outstanding:	55,475,915
Public float:	6,242,035
Number of beneficial shareholders:	1
Total number of shareholders of record:	50

For the period ended December 31, 2010

Shares authorized:	950,000,000
Shares outstanding:	55,235,913
Public float:	4,759,535
Number of beneficial shareholders:	1
Total number of shareholders of record:	27

For the period ended December 31, 2009

Shares authorized:	950,000,000
Shares outstanding:	23,108,414
Public float:	292,440
Number of beneficial shareholders:	1
Total number of shareholders of record:	18

Preferred Stock:

For the period ended June 30, 2011

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2010

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

For the period ended December 31, 2009

Shares authorized:	100,000,000
Shares outstanding:	0
Public float:	0
Number of beneficial shareholders:	0
Total number of shareholders of record:	0

None of AMSA's Common Stock has been registered under the Securities Act of 1933, as amended (the "Securities Act") or qualified under any state securities laws, and we have no current plans to register or qualify any of our securities. Certain shares of our Common Stock currently are eligible for resale in the public market pursuant to the exemption from registration offered by Rule 144 under the Securities Act ("Rule 144"). The remaining outstanding shares of our Common Stock are "restricted securities" within the meaning of Rule 144, and may be eligible for resale in the future under Rule 144. Our "restricted" shares include shares owned by our officers and directors. Some of these shares are "control shares" that may be sold in the public market but are subject to the volume and manner of sale restrictions under Rule 144.

The number of shares freely tradable may include shares held by shareholders owning 10% or more of our Class A Common Stock. These shareholders may be considered "affiliates" within the meaning of Rule 144, and their shares may be "control shares" subject to the volume and manner of sale restrictions under Rule 144. Common Stock held by our officers and directors and majority shareholder may be "control shares" subject to the volume and manner of sale restrictions under Rule 144. These shares are excluded from the number of freely tradable shares.

The trading symbol for AMSA's Common Stock assigned by FINRA is AMSA.

Dividends

No dividends have been declared and none are expected. The declaration of dividends by AMSA is subject to the discretion of our board of directors. Our board of directors will take into account such matters as general business conditions, our financial results, capital requirements, and contractual, legal and regulatory restrictions on the payment of dividends by us, and such other factors as our board of directors may deem relevant.

Item 3. Interim financial statements

See attached quarterly balance sheet, statement of operations, statement of cash flow, and notes to the financial statements for the period ended June 30, 2011 at the end of this report.

The unaudited interim financial statements have been prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”). The results of operations for the three ended June 30, 2011 are not necessarily indicative of future results. These unaudited interim financial statements should be read in conjunction with the financial statements and related notes included in our Annual Report for the year ended December 31, 2010.

Item 4. Management’s discussion and analysis

Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the consolidated financial statements, including the notes to those statements, which are presented elsewhere in this report.

Overview

Prior to January 28, 2010 the Company was known as ASF Group, Inc. (“ASF Group”). On January 28, 2010 the Company completed a merger, whereby Another Chance for Seniors, Inc. (“Another Chance”) acquired the controlling stock of ASF Group. The resulting merged entity changed its name to American Seniors Association Holding

Group, Inc. (“American Seniors Association”, “AMSA” or “the Company”) and then changed its state of incorporation from Florida to Georgia.

The following analysis reflects the financial results of ASF Group prior to the merger and that of the combined Company following the merger. It does not include financial results of Another Chance prior to the merger.

Plan of operations

Prior to the merger, ASF Group’s business focus was the development of two start-up restaurant ventures: Kiosk Food Solutions, Inc. and Eddy Chan’s, Inc. Both entities were acquired by ASF Group in February 2008. On December 31, 2010, the Issuer declared a dividend in kind of these subsidiaries.

Since the merger, AMSA’s primary business has been the continuation of the former business of Another Chance (which also operated under the trade name American Seniors Association): a national for-profit membership services organization which provides information and discounts to senior citizens. AMSA distinguishes itself in the marketplace by playing an active outspoken role with certain political issues. By publicizing its positions on these issues through various media outlets, the Company seeks to recruit membership from like-minded individuals. Specifically, the Company has identified itself as “a conservative alternative to AARP” in an attempt to entice members from its largest competitor. Additionally, the Company has loosely affiliated itself with other large membership-based politically motivated organizations in order to increase its name recognition.

AMSA has entered licensing partnerships with various companies in the insurance, credit card, and travel industries to provide discounts for Company members. These national and global partners include CVS Pharmacy, Liberty Mutual Insurance, Bankers Fidelity, Hertz Car Rental and Penske Truck Rental. AMSA has recently added Costco, Genworth Reverse Mortgage, La Macchia Enterprises, Alert 1, Global Total Health, LLC (discounted Diabetic Supplies & prescription Assistance Program). The Company expects substantial revenues from these partnerships in the future. The Company will continue to seek out quality vendors and service providers across an ever broadening spectrum as a part of their ongoing mission to enhance member benefits. The goal of the Company is to become one of the premier membership organizations in America by providing the most comprehensive member packages available.

In September 2010, AMSA announced the consummation of a strategic alliance with 60 Plus Association, Inc. (“60 Plus”), based in Washington, D.C. AMSA paid \$100,000

plus other future consideration to enter a royalty licensing agreement providing the Company with exclusive access to the membership list of 60 Plus (more than 5 million households). The Company provided each member of 60 Plus with a one-year complimentary membership. With these new members, the Company anticipates significant increase in the use of the member programs and services, thereby increasing the revenue stream from royalties. Additionally, the Company will work to retain these members during future renewal periods, which could generate substantial fees.

Comparison of the Three Months Ended March 31, 2011 and June 30, 2011

Three Months Ended:

	<u>March 31, 2010</u>	<u>June 30, 2011</u>
<u>Revenues From Operations</u>		
American Seniors Association	\$ 112,392	\$ 85,358
	<u>\$ 112,392</u>	<u>\$ 85,358</u>
<u>Net Income (Loss)</u>		
American Seniors Association	<u>\$9,375</u>	<u>(\$19,501)</u>

Off-Balance Sheet Arrangements

The Company does not have any material off-balance sheet arrangements that have, or are reasonably expected to have a current or future effect on the Company's financial condition.

Magazine Contract

The Issuer has a contract with Gulfstream Consulting, LLC, an entity controlled by Christopher Polk, to publish a quarterly magazine for its members for a period of ten years. Under the agreement, AMSA will provide all of the copy for the magazine. Gulfstream receives 15% commission on all advertising in the magazine, pays AMSA

all of the net profits of the magazine and Gulfstream is responsible for any losses. The Issuer anticipates that the magazine will initially result in losses and Gulfstream must finance the development of the magazine itself. The agreement to publish the magazine has not yet been activated.

Item 5. Legal proceedings

There are no current, past, pending, or threatened legal proceedings or administrative actions either by or against AMSA that could have a material effect on its business, financial condition, or operations. AMSA is not a party to any past or pending trading suspensions.

Item 6. Defaults upon senior securities

The Issuer is in default of a \$145,000, 10% note to 21st Century Alliance Trust that came due January 12, 2011. The note is collateralized by the assets of the Issuer. Under the terms of the note, the Issuer may not negotiate or sign any contract that would have a material effect on the value of the Issuer's outstanding shares or impact the cash flow of Issuer without the written consent of holder of the note.

Item 7. Other information

Principal Officers and Directors

The officers and directors of AMSA were/are:

Officers:

Phil Kent – Chief Executive Officer (as of March 29,2011)

Mr. Kent is an Atlanta-based media consultant, author, former newspaper editor and past president of the Southeastern Legal Foundation,

Mr. Kent is the President of the Atlanta-based [Phil Kent Consulting Inc.](#) which specializes in media communications. As an author, columnist and media commentator, Phil has appeared on Fox News Network, CNN, MSNBC, and syndicated talk radio programs across the nation.

His first book, [The Dark Side of Liberalism: Unchaining the Truth](#), was published in 2003. His newest book, [Foundations of Betrayal: How the Liberal Super-Rich Undermine America](#), was released in May 2007 and is currently available in many fine bookstores or on this website.

A veteran award-winning journalist, Mr. Kent was an editorial writer, editorial page editor, and political columnist for The Augusta (Ga.) Chronicle for 25 years. In 1981-82, Phil served in Washington, D.C., as press secretary and public affairs advisor to the late U.S. Sen. Strom Thurmond (R-S.C.). After his tour of duty in the nation's capital, he returned to The Augusta Chronicle as editorial page editor and traveled extensively around the globe and filed columns.

He was president of the Southeastern Legal Foundation, an Atlanta-based constitutional public policy law firm, from April 2001 to June 2003. He oversaw a court win in Charlotte over an illegal affirmative action plan, the filing of a lawsuit against the city of Atlanta over illegal use of impact fees and assisted in the omnibus federal lawsuit to overturn the McCain-Feingold campaign finance act.

A native of Auburn, N.Y., Mr. Kent is a 1973 graduate of the Henry W. Grady School of Journalism at the University of Georgia. He was a member of the Young Americans for Freedom in college and served as Georgia's state YAF chairman.

Mr. Kent was honorably discharged from the U.S. Army as a first lieutenant, military police, and served on active duty at Fort Gordon, Ga.

Mr. Kent is the executive director of the Monterey, Virginia.-based American Immigration Control Foundation and the national spokesman for its sister group, Americans for Immigration Control. He is also a member of the National Press Club and the Georgia Press Association, and serves on the board of The Buckhead Club and the Atlanta Senior Citizens Services organization. He further serves on the advisory board of the Washington-based Pro English organization.

Mr. Kent is paid \$4,500 per month and owns no stock in the Issuer.

The Issuer has not yet appointed a new Secretary or Treasurer.

Directors:

Jack McDaniel – Director

Mr. McDaniel owns 25,000 restricted shares of Company common stock. He currently is a sales associate with Aflac Insurance and previously was a broker with EF Hutton, managing the Jackson, MS office.

Randy Nichols – Director

Mr. Nichols owns 25,000 restricted shares of Company common stock. He has over 30 years of experience in golf course design and maintenance, serving on numerous state and national boards in the industry

Control Persons

Approximately 60.4% or 33,353,028 shares of the Issuer's Common Stock is owned by 21st Century Alliance Trust, 1651 Lighthouse Circle, Greensboro, GA 30642. The Trustee of this trust is O. A. Kimball. The beneficiaries of this trust are the children of Christopher Polk. Mr. Polk has the right to vote and to control the disposition of these securities and may be considered a control person of the Issuer. Mr. Polk serves as a consultant to the Issuer under contract for \$10,000 per month of which he has currently been paid approximately \$4,000 per month.

Current Reporting Obligations

1. Entry into a Material Definitive Agreement.

The Issuer has not entered into a material definitive agreement not made in the ordinary course of business of the Issuer.

2. Termination of a Material Definitive Agreement.

The Issuer has not terminated a material definitive agreement which was not made in the ordinary course of business of the Issuer except as specified herein.

3. Completion of Acquisition or Disposition of Assets, Including but not Limited to Mergers.

The Issuer has spun off restaurant subsidiaries, Kiosk Food Solutions, Inc. and Eddy

Chan's, Inc., and related debt.

4. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of an Issuer.

Other than disclosed herein, the Issuer has not become obligated on a direct financial obligation that is material to the Issuer, except for the promissory notes with a principal balance of \$144,937 held by the 21st Century Alliance Trust.

5. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The Issuer has no triggering event causing the increase or acceleration of a direct financial obligation of the Issuer other than as described herein.

6. Costs Associated with Exit or Disposal Activities.

The Issuer has no material expenses in connection with the disposition of assets.

7. Material Impairments.

The Issuer has no material impairments.

8. Sales of Equity Securities.

The Issuer sold three month convertible notes with a principal balance of \$15,000, interest of 12% per annum, convertible at \$0.10 per share with warrants to buy 150,000 shares of common stock at \$0.10 per share.

The Issuer issued 240,000 shares of its common stock to directors as compensation at a value of \$0.02 per share under Section 4(2) of the Securities Act of 1933. Such shares bear a restricted legend.

9. Material Modification to Rights of Security Holders.

None of the constituent instruments defining the rights of the holders of any class of securities of the Issuer have been materially modified. None of the rights evidenced by any class of securities have been materially limited or qualified by the issuance or modification of any other class of securities by the Issuer.

10. Changes in Issuer's Certifying Accountant.

The Issuer has not changed accountants. The accountant who is now engaged is Anthony Mauriello, 16 Driggs Street, Staten Island, New York 10308, Telephone 718-356-5481, Fax 718-356-5481.

12. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Phil Kent was appointed Chief Executive Officer of the Issuer on March 29, 2011.

13. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

There have been no modifications to the Issuer's articles of incorporation.

There has been no change to the Issuer's fiscal year.

14. Amendments to the Issuer's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

The Issuer is considering the adoption of various provisions for corporate governance, including a Code of Ethics.

Item 8. Exhibits

Exhibit 3.1 Interim condensed financial statements

Exhibit 9.1 Certification of principal executive

Item 9. Certifications

The current certification is filed as Exhibits 9.1 to this Quarterly Report.

EXHIBIT 9.1

CERTIFICATION OF PRINCIPAL EXECUTIVE

I, Phil Kent, Chief Executive Officer of American Seniors Association Holding Group Inc., certify that:

1. I have reviewed this Quarterly Report of American Seniors Association Holding Group Inc.;
2. Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Issuer as of, and for, the periods presented in this Quarterly Report.

Phil Kent
Chief Executive Officer

Date: August __, 2011

EXHIBIT 3.1

**AMERICAN SENIORS ASSOCIATION HOLDING GROUP, INC.
AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

For the Three Months Ended June 30, 2011
(Unaudited)

**American Seniors Association Holding Group Inc.
and Subsidiaries**

Table of Contents

Consolidated Financial Statements

For the Three Months Ended June 30, 2011
(Unaudited)

Consolidated Balance Sheet	2
Consolidated Statement of Operations	3
Consolidated Statement, of Stockholder Equity	4
Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements	6

American Seniors Association Holding Group, Inc. & Subsidiaries
Balance Sheet
As of March 31, 2011

ASSETS

CURRENT ASSETS

Cash & Equivalents	6,317
Other Current Assets	<u>15,696</u>

TOTAL CURRENT ASSETS	<u>22,014</u>
----------------------	---------------

PROPERTY & EQUIPMENT, net	-0-
---------------------------	-----

INTANGIBLE ASSETS, net	50,293
------------------------	--------

OTHER ASSETS

Due from affiliates	10,901
Other assets	1,795
Investment in affiliate	102,500

Total other assets	<u>115,196</u>
--------------------	----------------

TOTAL ASSETS	<u>176,602</u>
--------------	----------------

LIABILITIES & STOCKHOLDERS' EQUITY

ACCOUNTS PAYABLE	40,660
Payroll Tax Liabilities	24,423
SHORT TERM LIABILITIES	<u>169,230</u>

TOTAL LIABILITIES	<u>209,890</u>
-------------------	----------------

STOCKHOLDERS EQUITY

Common Stock	55,475
Additional Paid in Capital	375,930
Retained earnings	<u>(465,393)</u>

TOTAL STOCKHOLDERS EQUITY	<u>(33,388)</u>
---------------------------	-----------------

TOTAL LIABILITIES & STOCKHOLDERS EQUITY	<u>176,602</u>
---	----------------

American Seniors Association Holding Group, Inc. & Subsidiaries
Statement of Operations
(unaudited)

REVENUES

Advertising Fee income	26,500
Membership Dues	17,280
Royalties	19,110
Other Revenues	20,468

Total Revenues	<u>83,358</u>
----------------	---------------

COST OF SALES	<u>15,533</u>
---------------	---------------

GROSS PROFIT	<u>67,824</u>
--------------	---------------

OPERATING EXPENSES

Professional Fees	19,825
Salaries & Benefits	24,936
General & Administrative	71,555
Advertising	597
Outside Contractors	
Rent	8,697
Interest	17,500

Total Operating Expenses	<u>87,326</u>
--------------------------	---------------

NET INCOME (LOSS)	<u>(19,501)</u>
-------------------	-----------------

American Seniors Association Holding Group, Inc. & Subsidiaries
Statement of Stockholders' Equity
For the Three Months Ending June 30, 2011
(Unaudited)

	Common Stock		Additional	Accumulated	
	Shares	Amount	Paid In Capital	Deficit	Total
<u>Balance at March 31, 2011</u>	55,235,915	55,235	371,605	446,892	(14,982)
Issuance of common stock	240,000	240	4,325		
<u>Net Gain (Loss) for period</u>				(19,501)	
<u>Balance at June 30, 2011</u>	55,475,915	55,475	375,930	(465,393)	(33,388)

American Seniors Association Holding Group, Inc. & Subsidiaries
Statement of Cash Flows
For the Three Months Ending June 30, 2011
(Unaudited)

CASH FLOW FROM OPERATING ACTIVITIES	
Net Income (loss)	(8,931)
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation / Amortization	-0-
Changes in Receivables/payables	39,872
 Net Cash provided by formed by (used in) Operating Activities	 <u>20,371</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Investment in affiliates	-0-
Loans to affiliate	-0-
Fixed assets	-0-
 Net cash provided by {used in) investing activities	 <u>-0-</u>
 CASH FLOW FROM FINANCING ACTIVITIES	
Sale of common stock	4,800
Loan proceeds	15,000
 Net cash provided by (used in) financing activities	 <u>19,800</u>
 NET INCREASE IN CASH	
Cash at the beginning of the period	9,375
Cash at the end of the period	6,317

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Three Months Ended June 30.2011
(Unaudited)

NOTE 1 - ORGANIZATION AND BUSINESS

American Seniors Association and Subsidiaries, inc. (formerly "ASF Group, Inc.") and subsidiaries ("the Company") was organized under Florida law in 1997. In January 2010, the Company changed its name from ASF Group, Inc. to American Seniors Association Holding Group, Inc. and changed its state of incorporation from Florida to Georgia.

The Company (a) is a national for-profit membership services organization which provides information and discounts to senior citizens; and (b) operates several restaurant businesses.

Prior to the Company's reorganization in 2010, the membership services business operated under a separate corporation, Another Chance for Seniors, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of American Seniors Association Holding Group, Inc., and its wholly owned subsidiaries, Kiosk Food Solutions, Inc. and Eddy Chan's, Inc., but not the related debt.

Generally Accepted Accounting Principles

The consolidated financial statements have been prepared by the Company's management with the intention of presenting information that reflects, in all material aspects, generally accepted accounting principles in the United States of America ("US GAAP"). However, the financial statements have not been audited and management makes no claim or opinion as to their conformity to US GAAP.

Revenue Recognition

Membership revenue is recognized when received. Royalties are received from third party benefit providers for the use of the Company's brand in benefit programs (insurance, credit cards, etc.) and recognized as revenue when received.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using the straight line method over the expected useful lives of the property, from three to seven years.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

American Seniors Association Holding Group, Inc. and Subsidiaries
Notes To Consolidated Financial Statements
For the Three Months Ended June 30, 2011
(Unaudited)

NOTE 3 - NOTES PAYABLE

Outstanding borrowings as of June 30, 2011 consisted of the following:

A promissory note with a principal balance of \$144,937 and interest of 10%. This note is held by the majority shareholder of the Company and is overdue.

Three month convertible notes with a principal balance of \$15,000, interest of 12% per annum, convertible at \$0.10 per share with warrants to buy 150,000 shares of common stock at \$0.10 per share.

SERFF Tracking Number: AMFA-127739692 State: Arkansas
 Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 50103
 Company Tracking Number: AMERICAN SENIORS ASSOCIATION HOLDING GROUP INC DBA ASA
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
 Product Name: American Seniors Association Holding Group Inc. dba ASA
 Project Name/Number: American Seniors Association Holding Group Inc. dba ASA/American Seniors Association Holding Group Inc. dba ASA

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/21/2011	Supporting	Bylaws	10/27/2011	ASAHG Bylaws 2010.pdf
	Document			Bd of Dir Off Info.pdf